

**AMENDMENT TO CONTRACT  
CITY OF LINCOLN  
ANNUAL REQUIREMENTS FOR LANDSCAPE MAINTENANCE SERVICE,  
NORTH 48<sup>TH</sup> STREET, ADAMS TO HUNTINGTON  
QUOTE NO. 4752  
FIRST RENEWAL**

This Amendment is hereby entered into by and between **Urban Trail Gardens, 955 S. 4<sup>th</sup> Street, Lincoln, Ne 68508** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending the Contract dated **April 3, 2014**, under **D. O. No. 10934**, (the "Contract"), for the **Annual Requirements for Landscape Maintenance Service, North 48<sup>th</sup> Street, Adams to Huntington, Quote No. 4752**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is May 12, 2014 through May 11, 2015, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning May 12, 2015 through May 11, 2016; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$12,370.00 without prior approval by the City of Lincoln.

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

- 1) The term of the Contract shall be from May 12, 2015 through May 11, 2016.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$12,370.00 without prior approval by the City of Lincoln.
- 3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

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

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment upon completion of signatures on:

Vendor Signature Page  
City of Lincoln Signature Page  
Acquire Performance Bond as required

## Vendor Signature Page

---

**AMENDMENT TO CONTRACT  
CITY OF LINCOLN  
ANNUAL REQUIREMENTS FOR LANDSCAPE MAINTENANCE SERVICE,  
NORTH 48<sup>TH</sup> STREET, ADAMS TO HUNTINGTON  
QUOTE NO. 4752  
FIRST RENEWAL**

**Vendor, please sign, date and return within 10 days of receipt.  
You must return an original copy of the document.**

Mail to: City/County Purchasing  
Attn: Kim  
440 So. 8th St., Ste. 200  
Lincoln, NE 68508

Company Name:	Urban Trail Gardens
By: (Please Sign)	
By: (Please Print)	Ron Harvey
Title:	owner
Company Address:	955 S. 4th St., Lincoln, NE 68508
Company Phone & Fax:	402-742-4058
E-Mail Address:	info@urbantrailgardens.com
Date:	3-27-15
Contact Person for Orders or Service:	Ron Harvey
Contact Phone Number:	402-742-4058

City of Lincoln Signature Page

---

AMENDMENT TO CONTRACT  
CITY OF LINCOLN  
ANNUAL REQUIREMENTS FOR LANDSCAPE MAINTENANCE SERVICE,  
NORTH 48<sup>TH</sup> STREET, ADAMS TO HUNTINGTON  
QUOTE NO. 4752  
FIRST RENEWAL

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

*Teresa J. Meier*  
City Clerk

CITY OF LINCOLN, NEBRASKA

*Sam Parks*  
Director, Urban Development

Approved by Directorial Order No. 12997

dated April 28<sup>th</sup>, 2015

**PERFORMANCE BOND**

Bond No. RCN212693

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**

**Urban Trail Gardens  
955 S. 4<sup>th</sup> Street.  
Lincoln, NE 68508**

**SURETY (Name and Principal  
Place of Business):**

Old Republic Surety Company  
1415 28th St., Suite 420  
West Des Moines, IA 50233

**Owner (Name and Address):**

City of Lincoln  
555 South 10th St.  
Lincoln, NE 68508

**CONTRACT**

Date: May 12, 2015 through May 11, 2016

Amount: \$12,370.00

Description (Name and Location):

**For all labor, material and equipment necessary for the Annual Requirements for Landscape Maintenance Service, North 48<sup>th</sup> Street, Adams to Huntington, Quote No. 4752.**

**BOND**

Date: May 12, 2015 through May 11, 2016

Amount: \$12,370.00

Modifications to this Bond Form: None

**CONTRACTOR AS PRINCIPAL**

Company: (Corp. Seal)

**Urban Trail Gardens  
955 S. 4<sup>th</sup> Street.  
Lincoln, NE 68508**

**SURETY**

Company:

Old Republic Surety Company  
1415 28th St., Suite 420  
West Des Moines, IA 50266



Signature: *Ron Harvey*  
Name and Title:

Signature: *Carol A. Dorn*  
Name and Title: Carol A. Dorn, Attorney-in-Fact

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
2. If the Contractor performs the Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default and
  - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Sub-paragraph 3.1; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Contract or to a contractor selected to perform the Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Contract, or
  - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default, or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to the Owner and as soon as practicable after the amount is determined tender payment therefore to the Owner; or
    2. Deny liability in whole or in part and notify the Owner citing reasons therefore.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
  - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Contract;
  - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
  - 6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related sub-contracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
  - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
  - 12.2 Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
  - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

JEFF GREENWALD, CAROL DORN, ROHN LOYD, OF LINCOLN, NE

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$20,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF FIVE HUNDRED THOUSAND DOLLARS(\$500,000)----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 19TH day of JUNE, 2014.

*Phyllis M. Johnson*  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

*Alan Pavlic*  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 19TH day of JUNE, 2014, personally came before me, Alan Pavlic and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*  
Notary Public  
My commission expires: 9/28/2014

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

(Expiration of notary commission does not invalidate this instrument)

40-0594

Signed and sealed at the City of Brookfield, WI this 12th day of May, 2015.



*Jan E. Cherny*  
Assistant Secretary

INSPRO, INC.

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**ANNUAL REQUIREMENTS  
FOR  
LANDSCAPE MAINTENANCE SERVICE,  
NORTH 48<sup>TH</sup> STREET, ADAMS TO HUNTINGTON  
QUOTE NO. 4752**

**Urban Trail Gardens  
955 S. 4<sup>th</sup> Street  
Lincoln, NE 68508  
402-742-4058**

**CITY OF LINCOLN  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2014, by and between **Urban Trail Gardens, 955 So. 4<sup>th</sup> St., Lincoln, NE 68508**, 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 Landscape Maintenance Service, North 48<sup>th</sup> Street, Adams to Huntington, Quote No. 4752 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:

**The 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. The total cost of products or services for City departments shall not exceed \$15,000.00 during the contract term without approval.**

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 May 12, 2014 through May 11, 2015 with the option to renew for three (3) additional one (1) year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Agreement
  2. Accepted Proposal/Supplier Response
  3. Urban Trail Gardens Bid Documents
  4. Specifications
  5. Addendum #1
  6. Special Provisions
  7. Insurance Requirements
  8. Special Provisions
  9. Instructions to Bidders
  10. Appendix 1, 2, 3, and 4
  11. 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:

*Teresa J. Meier*  
City Clerk



CITY OF LINCOLN, NEBRASKA

*Kevin Johnson*  
Parks & Recreation Director

Approved by Directorial Order 10934

dated 4/3/14

**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:

Urban Trail Gardens  
Name of Organization

LLC  
Type of Organization

955 S. 4th St., Lincoln  
(Address)

By: Ron Harvey  
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 Asst Purchasing Agent	Address	440 S. 8th St.	Address
Email	smulder@lincoln.ne.gov		Lincoln, NE 68508	
Phone	(402) 441-7428	Contact	Sharon Mulder Asst. Purchasing Agent	Contact
Fax	(402) 441-6513			
Bid Number	4752 Addendum 1	Department	Purchasing	Department
Title	Annual Requirements for Landscape Maintenance Service, North 48th Street, Adams to Huntington	Building	Suite 200	Building
		Floor/Room		Floor/Room
Bid Type	Quote	Telephone	1 (402) 441-7428	Telephone
Issue Date	02/28/2014	Fax	1 (402) 441-6513	Fax
Close Date	3/12/2014 12:00:00 PM CT	Email	smulder@lincoln.ne.gov	Email
Need by Date				

### Supplier Information

Company	Urban Trail Gardens
Address	955 S. 4th St.
	Lincoln, NE 68508
Contact	
Department	
Building	
Floor/Room	
Telephone	1 (402) 742-4058
Fax	
Email	info@urbantrailgardens.com
Submitted	3/3/2014 10:33:18 AM CT
Total	\$5,720.00

Signature \_\_\_\_\_

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

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

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

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

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Appendix	I acknowledge reading and understanding the Appendix 1 - 4	Y
5	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
6	Renewal is an Option	Contract Extension Renewal is an option.	Yes
7	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 (b) NO
8	Documents	I acknowledge attaching my documents per Section 3.2	Y
9	Contact	Name of person submitting this bid:	Ron Harvey
10	Electronic Signature	Please check here for your electronic signature.	Yes
11	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.	

---

**Line Items**

---

#	Qty	UOM	Description	Response
1	1	Lump Sum	Annual Spring Maintenance	\$900.00
			Item Notes:	
			Supplier Notes:	
2	1	Lump Sum	Annual Fall Maintenance	\$900.00
			Item Notes:	
			Supplier Notes:	
3	1	Month	Monthly Maintenance (Excluding Annual Spring & Fall Maintenance)	\$275.00
			Item Notes:	
			Supplier Notes:	
4	1	Hour	Pesticide Application	\$50.00
			Item Notes: Unit price is per hour rate.	
			Supplier Notes:	
5	1	Lump Sum	Irrigation Annual Spring Start Up	\$450.00
			Item Notes:	
			Supplier Notes:	
6	1	Lump Sum	Irrigation Annual Winterization	\$450.00
			Item Notes:	
			Supplier Notes:	
7	1	Month	Annual Monthly Maintenance (Excluding Annual Spring Start Up and Winterization)	\$50.00
			Item Notes: Unit price is for monthly cost	
			Supplier Notes:	
8	1	Hour	Hourly Service Call	\$50.00
			Item Notes:	
			Supplier Notes:	

---

9	1	Lump Sum	Annual Planting of Cereal Bowl Planters	\$1,900.00
---	---	----------	---	------------

Item Notes:

Supplier Notes:

---

10	1	Monthly	Watering and Maintenance of Cereal Bowl Planters per Month.	\$695.00
----	---	---------	---	----------

Item Notes:

Supplier Notes:

---

Response Total:				\$5,720.00
-----------------	--	--	--	------------

---

**SPECIFICATIONS  
FOR  
LANDSCAPE MAINTENANCE SERVICES  
NORTH 48<sup>TH</sup> STREET, ADAMS TO HUNTINGTON**

**1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for Landscape Maintenance Services for City of Lincoln's Urban Development and the Parks and Recreation Department .
- 1.2 Contractor shall submit bid documents and all supporting material via e-bid.
- 1.3 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.
  - 1.3.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
  - 1.3.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
  - 1.3.3 No direct contact is allowed between Contractor and other City staff throughout the bid process.
    - 1.3.3.1 Failure to comply with this directive may result in Contractor bid being rejected.

**2. SCOPE**

- 2.1 These services shall be performed for the City of Lincoln's Urban Development and the Parks and Recreation Department on a regularly scheduled basis, except where noted.
- 2.2 Contractor shall provide all labor, tools, maintenance, materials, fuel, lubricants, and repairs, necessary to perform specified landscape maintenance services irrigation repairs and maintenance services at designated location(s) for the term of the service agreement.
- 2.3 Landscape maintenance to include all litter and refuse removal from sidewalks, planting areas, and beautification areas within the public right-of-way (back of sidewalk to back of sidewalk) care and maintenance, including replacement, of all landscaping, including watering, fertilizing, weeding, pruning, spraying, removal and replacement of dead plantings on N. 48<sup>th</sup> Street from Adams to Huntington Street.
  - 2.3.1 **NOTE: Does not include the maintenance of the turf areas, if any.**
- 2.4 Irrigation maintenance services are for the planting beds and center island medians located on N. 48th Street from Adams to Huntington Street.
- 2.5 The term of the agreement shall be one (1) year with an option to renew for three (3) additional one year terms.
- 2.6 All services preformed shall be satisfactory to the City of Lincoln.

**3. BIDDING PROCEDURE AND AWARD OF CONTRACT**

- 3.1 Bidders are encouraged to inspect designated location(s) where required landscape maintenance services are to be performed and review plant material/maintenance list in **APPENDIX 1** for such designated location(s) prior to submitting bids.
- 3.2 The following documents shall be submitted in the Suppliers Response Attachment Section of the bid
  - 3.2.1 Qualifications statement.
  - 3.2.2 Reference list indicating past and current commercial landscape maintenance clients within the last 5 years, applicable service dates, maintenance performed, contact person, company name and telephone number.
  - 3.2.3 Listing of all equipment to be used in performing specified landscape maintenance services.
  - 3.2.4 Listing of all personnel who would be involved in performing specified landscape maintenance services and their related commercial property landscape maintenance experience.
  - 3.2.5 A valid and current Nebraska Certified Pesticide Applicator License for the Ornamental and Turf Pest Control Category.
    - 3.2.5.1 Contractor shall provide copies of applicators license of those employees applying pesticides on the project.
- 3.3 Contracts may be awarded based on price, scheduling, the ability to complete work satisfactory and on time, quality of work, compliance with stated traffic safety standards and pesticide application procedures, and previous inspection and acceptance of past work performed under contract for the City.

- 3.3 All costs associated with labor, materials, preparation, equipment operation, equipment maintenance and repair costs shall be included in the lump sum bid price and hourly rates submitted on the Bid Proposal.

4. **BIDDER QUALIFICATIONS**

- 4.1 Contractor shall be an experienced landscape contractor who has performed landscape maintenance services similar in material, design and extent to that required for contracted area.
- 4.2 Contractor shall be able to correctly identify common annual and perennial herbaceous weeds, grasses and woody plant materials that may require landscape maintenance under this service contract.
- 4.3 Awarded Contractor shall supply a valid and current Nebraska Nursery Grower, Dealer or Broker License from the Nebraska Department of Agriculture.
- 4.4 Contractor shall currently own proper tools and equipment needed to perform required landscape maintenance services.
- 4.4.1 Bid will **not** be awarded to Contractor who would purchase such necessary tools and equipment contingent upon their being awarded the bid.
- 4.5 Irrigation maintenance and repairs shall be completed by an experienced irrigation Contractor who has performed irrigation repairs and maintenance services similar in material, design and extent to that required for the contracted area.
- 4.5.1 Services may be Subcontracted but the primary Contractor shall be responsible.

5. **RESPONSIBILITIES OF THE Contractor**

- 5.1 All necessary traffic barricading and signing to perform contracted landscape maintenance services in the City right-of-way of streets shall be done in conformance with the "Manual on Uniform Traffic Control Devices" and the City of Lincoln "Traffic Control Guidelines for Street Construction, Maintenance and Utility Construction".
- 5.2 Provide landscape maintenance services and submit required inspection reports (see **APPENDIX 2**) in a timely and efficient manner.
- 5.3 Protect all existing plant materials listed in **APPENDIX 1** that are at the designated location(s) and replace any or all damaged landscape at no cost to City resulting from landscape maintenance work done by Contractor.
- 5.4 Protect all existing water boxes/hookups at designated location(s) and repair or replace any or all that are damaged during landscape maintenance work at no cost to the City.
- 5.5 Provide two (2) aluminum signs with information including the Contractor name and phone number.
- 5.5.1 Sign shall be new, dice cut (or equal), aluminum meeting A.S. T.M. Specification B209, Alloy 5052-H38 of 080 gauge.
- 5.5.2 Size and shape shall be exactly the same size and shape with all angles and corner radius uniform and exactly as specified.
- 5.5.3 The edges of all signs must be smooth and free of sharp edges, rough edges or burrs which would harm the hands of a person handling the signs.
- 5.5.4 All signs must conform to the MUTCD FHWA Standard Highways Sign Manual, 2002 Edition, standards in shape, size, corner, radius, hole location and have 3/8" holes.
- 5.5.5 Signs designated as City Specification shall conform to the following details in shape, size, corner radius, hole location, color, and font.
- 5.5.5.1 Rectangular, 080 gauge, 6" high x 12" long, green background with white Arial font.
- 5.5.6 Sign information to include the Contractor name and phone number (No logos allowed).
- 5.5.7 Location to be identified by the Parks Department in conjunction with Public Works.
- 5.5.8 Contractor responsible for sign installation and replacement if removed under any circumstance.
- 5.6 Any application of pre-emergent/post-emergent herbicides and/or pesticides must be approved by the City of Lincoln Parks contract administrator, Mark Canney at 441-8248, prior to being done.
- 5.6.1 Contractor shall provide name, target for application and MSDS information of chemical(s) to be applied.
- 5.6.2 Such information must be faxed to City of Lincoln Parks Department, attention Mark Canney at 402-441-8706 or delivered to the Administrative Office at 2740

'A' Street before approval by the City can be given to apply such chemical(s).

- 5.7 Submit to the City of Lincoln Parks and Recreation Department, Mark Canney, any itemized invoices for landscape maintenance or irrigation maintenance services performed.
  - 5.8 Contractor shall initiate, maintain, supervise, observe and comply 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 Payment of invoices for landscape maintenance services performed by Contractor shall be made by the City of Lincoln Urban Development Department and/or the Business Improvement District.
  - 6.2 Any existing water boxes/hookups located on-site at designated landscape maintenance locations shall be clearly marked and made available upon request.
7. **BASIS OF PAYMENT**
- 7.1 Payment shall be based on the lump sum prices and hourly rates indicated on the Bid Proposal.
  - 7.2 The contractor shall submit invoices for payment of services performed as follows:
    - 7.2.1 One (1) invoice submitted for entire Spring Cleanup when all stipulated work has been done to the satisfaction of the City; this includes irrigation charge.
    - 7.2.2 One (1) invoice submitted for entire Fall Cleanup when all stipulated work has been done to the satisfaction of the City; including Winterization of Irrigation system.
    - 7.2.3 One (1) invoice submitted quarterly for Monthly Maintenance done to the satisfaction of the City; schedule to follow (does not include Spring Cleanup and Fall Cleanup):
      - 7.2.3.1 Period 1: Work performed during April, May, June, to be billed after June 30, 2014.
      - 7.2.3.2 Period 2: Work performed during July, August, September to be billed after September 30, 2014.
      - 7.2.3.3 Period 3: Work performed during October, November, December, to be billed after December 31, 2014.
      - 7.2.3.4 Period 4: Work performed during January, February, March, to be billed after March 31, 2015.
    - 7.2.4 One (1) invoice submitted for any additional plant material installed in the Spring, that may be requested by the City of Lincoln Parks Department.
    - 7.2.5 One (1) invoice submitted for entire Fall Cleanup when all stipulated work has been done to the satisfaction of the City; including Winterization of Irrigation system.
  - 7.3 The Contractor's invoices shall include company name, address and telephone number, the job site location, date(s) and description of all work done, amount, type and cost of chemicals utilized and list of charges as submitted in the Contractor's Bid Proposal.
  - 7.4 Landscape Maintenance Inspection Reports, (see **APPENDIX 2**) must be completed and submitted in order for payment of invoices to be made by the City to the Contractor for services performed.
8. **MAINTENANCE REQUIREMENTS**
- 8.1 Landscaped center median areas from curb to curb, including planted areas and mowing strip adjacent to planted areas, and beautification areas within the public right-of-way will receive scheduled maintenance and inspections by the Contractor (Landscape Plans available at Parks and Recreation, (441-8248).
  - 8.2 **ANNUAL SPRING MAINTENANCE** (completed during March - April of the year)
    - 8.2.1 Cut and remove dead vegetation from perennials and prune shrubs and trees as needed according to maintenance instructions in **APPENDIX 1**.
    - 8.2.2 Rake out and remove dead leaves and litter from designated landscaped areas.
    - 8.2.3 Re-establish edge of landscaped areas (i.e. plant materials that are growing over mowstrips need to be pruned back to the **inside back edge** of mowstrips).
    - 8.2.4 Re-establish wood chip mulch edge of landscaped areas next to back of mowstrips (i.e. any spillage of wood chips onto top of curbs needs to be removed and a "V" groove edge established by machine next to back of mowstrips to allow wood chip mulch to settle into groove to a height no greater



- 8.6.3 Backflow preventers need to be removed where applicable.
- 8.6.4 All water needs to be removed from the pipes and sprinklers.
- 8.6.5 Blow-out the irrigation system. 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. Continue process onto the next valve until all valve circuits have been blown out.  
**NOTE: Never turn off all of the valves while the air compressor is running.**
- 8.6.6 Once all valves have been blown out, repeat the process beginning with the first valve.
- 8.6.7 Turn the automatic controller onto "rain mode" or turn off when blowing out the system has finished. Install threaded caps over the open ends of the Backflow preventer risers, anti-siphon valve risers, and any blow out fittings until spring.

8.7. **IRRIGATION SYSTEM MONTHLY MAINTENANCE**

- 8.7.1 Contractor shall consistently maintain all components of the irrigation system in proper working order, as per manufacturer's specifications, by inspecting the entire system on an ongoing basis.
- 8.7.2 Spray heads, drip lines and quick couplers shall be checked on an ongoing basis such that the entire system is checked each month.
  - 8.7.2.1 Malfunctioning systems will be corrected immediately.
  - 8.7.2.2 Methods of detection include: visual sightings of water on hardscape and property, soil probing, meter monitoring and specific line observations.
- 8.7.3 Weekly or bimonthly reprogramming of the irrigation controller may occur at the request of the City.
  - 8.7.3.1 All run times should take into account valve precipitation rates, soil conditions, microclimate conditions, and consideration of slope.
  - 8.7.3.2 Before scheduling run times the site should be walked and planted areas inspected to observe plant stress and health.
  - 8.7.3.3 Soil moisture levels should be inspected through planted areas, and appropriate adjustments made to the irrigation schedule.
- 8.7.4 Irrigation scheduling will be performed to encourage deep roots, including deep watering through use of multiple repeat cycles.
  - 8.7.4.1 Soil probing shall be used to determine soil moisture depth, overall moisture levels and the need to adjust irrigation schedules.
  - 8.7.4.2 Soils will be allowed to dry to a 50% moisture depletion level between irrigation in order to avoid root-rot and allow adequate air to be present in the soil.
- 8.7.5 Monthly activation of all irrigation valves.
  - 8.7.5.1 Each valve should be operated individual to inspect for and correct the following conditions: misaligned irrigation heads, clogged or obstructed heads, missing or vandalized heads, low-head drainage conditions, overspray onto hardscaped areas, poor coverage or uniformity, stuck valves, and broken risers, laterals or mains.
  - 8.7.5.2 Contractor shall list and report all irrigation system damages to the City of Lincoln Parks Department, Mark Canney at 441-8248 with a cost estimate of repair/replacement.
- 8.7.6 Irrigation system pressure shall be checked and adjusted at least monthly to insure efficient operation of irrigation system.
- 8.7.7 Irrigation scheduling will be coordinated with all other maintenance activities.

8.8. **LANDSCAPE MAINTENANCE INSPECTION REPORT**

- 8.1 Walk through inspections of the landscape maintenance areas will be required of the Contractor on the first and third Tuesday of each month upon request of the City's Representative.
- 8.2 Contractor shall complete and submit Landscape Maintenance Inspection Report (see APPENDIX 2) within two (2) days from date of inspection to:  
City of Lincoln Parks and Recreation Dept  
Planning Department Attn: Mark Canney  
2740 'A' Street  
Lincoln, NE 68502
- 8.3 Such reports may also be faxed to 441-8706.

9. **ANNUAL PLANTING OF CEREAL BOWLS PLANTERS**

- 9.1 The planting of the thirty (30) cereal bowl planters each May, no earlier than the frost date as
  - 9.1 Removal and disposal of all existing plant material from the previous season.
- 9.2 The existing soil in each planter must be turned over and the addition of osmocote must be

completed.

- 9.3 The proper installation of the plant material, see **APPENDIX 4**.
- 9.4 All planters to be topped dressed with two (2) inches of Sphagnum moss.
- 9.5 On-going oversight and care to ensure establishment of the plant materials in the planters including: watering, fertilizing, dead-heading, weeding and any other care necessary to keep the plants in lively and vigorous form.

**10. ADDITIONAL SERVICES**

- 10.1 The addition and/or replacement of plant materials (i.e. trees, shrubs, perennials and turf) may be requested of the Contractor by the City of Lincoln Parks Department.
  - 10.1.1 Any cost associated with the installation of additional plant material, including labor and establishment period maintenance shall be submitted to the City of Lincoln Parks Department, contract administrator prior to installation.
- 10.2 Any plant material replaced shall include a one year warranty.
  - 10.2.1 This includes trees, shrubs and perennials.
- 10.3 Additional plant material installed by the contractor shall comply with the City of Lincoln installation standards and requirements and **SPECIAL PROVISIONS**.
- 10.4 Payment for additional services shall be consistent with the procedure(s) outlined in item 7 (**BASIS OF PAYMENT**).

**11. TERMINATION**

- 11.1 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.
- 11.2 The City shall provide ten (10) days written notice to Contractor to correct any deficiencies prior to the termination of Agreement.
- 11.3 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.

**12. INSURANCE**

- 12.1 The Contractor shall provide insurance in accordance with the City of Lincoln's standard insurance clause to be used for all City contracts/agreements.

**Addendum #1**  
**Annual Requirements for Landscape Maintenance Service,**  
**North 48<sup>th</sup> Street, Adams to Huntington**  
**Bid No 4752**

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

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

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

1. Q) What type of irrigation system is currently in place?
  - A) The only information found was, the system has three (3) back flows and the system is blown-out in the fall. Two (2) are in the medians and one (1) along the streets. They are removed and replaced back in the spring.

All other terms and conditions shall remain unchanged.

Dated this day of March 7, 2014.

Sharon Mulder,  
Asst. Purchasing Agent