

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**ANNUAL REQUIREMENTS  
FOR  
MOWING LWS IN ASHLAND  
QUOTE NO. 5045**

**US Lawns  
801 W. Old Cheney Rd.  
Lincoln, NE 68523  
402.560.2105**

**CITY OF LINCOLN  
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **US Lawns, 801 W. Old Cheney Rd., Lincoln, NE 68523**, 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:

**Annual Requirements for Mowing LWS in Ashland, Quote No. 5045**

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 estimated cost of products or services for City departments shall not exceed \$36,200.00 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. Period of Performance. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a four (4) year term.
8. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Terms
  2. Accepted Proposal/Supplier Response
  3. Supplier Extra Attachment
  4. Addendum No. 1
  5. Specification
  6. Special Provisions
  7. Insurance Requirements
  8. Instructions to Bidders

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached.

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

*Teresa J. Meyer*



CITY OF LINCOLN, NEBRASKA

*Christopher [Signature]*  
Mayor

Approved by:

88831

Approved by Resolution No. \_\_\_\_\_

dated 4-9-15

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

\_\_\_\_\_  
Secretary (SEAL)

*DKC Lawn Care Inc dba USLawn5*  
Name of Corporation

*801 W. Old Cheney Rd*  
(Address)

By: *Christopher [Signature]*  
Duly Authorized Official

*Owner*  
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

5045 A-R Mowing LWS in Astoria.  
~~5078 Turf Maint~~

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

## Bid Information

Bid Creator Shelly Hinze, Buyer  
 Email rhinze@lincoln.ne.gov  
 Phone 1 (402) 441-8313  
 Fax 1 (402) 441-6513  
  
 Bid Number 5045 Addendum 1  
 Title Annual Requirement for  
 Mowing LWS in Ashland  
 Bid Type Quote  
 Issue Date 02/10/2015  
 Close Date 2/20/2015 11:00:00 AM CT  
 Need by Date

## Contact Information

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

## Ship to Information

Address Water, Ashland  
 401 Hwy 6, PO Box 144  
 Ashland, NE 68333  
 Contact  
 Department  
 Building  
 Floor/Room  
 Telephone  
 Fax  
 Email

## Supplier Information

Company US Lawns  
 Address 801 W. Old Cheney Rd.  
  
 Lincoln, NE 68523  
 Contact CJ Betz  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (402) 560-2105  
 Fax 1 (402) 438-7474  
 Email cj.betz@uslawns.net  
 Submitted 2/19/2015 2:02:35 PM CT  
 Total \$8,711.56

Signature CJ Betz

Email [cj.betz@uslawns.net](mailto:cj.betz@uslawns.net)

## Supplier Notes

## Bid Notes

## Bid Activities

Date	Name	Description
2/17/2015 10:00:00 AM	Pre-Bid 2/17/15 at 10:00 am at Ashland Treatment Facility at 109 East Highway 6 in Ashland, NE.	Pre-Bid at Ashland Treatment Facility at 109 East Highway 6 in Ashland, NE.

## Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
2	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
3	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
4	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
5	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
6	Performance Bonds	I acknowledge that a Performance Bond in the amount of 100% of the Contract amount will be required with the signed contract upon award of this job.	Yes
7	Term Clause with Escallation/De-Escalation	I acknowledge that the term of the contract will be a (4) four year term from the date of the executed contract. (a) Bid prices firm for the first 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-no,b-yes,c-1 year
8	Equipment List	I have attached a list of the equipment required to perform this work in the Response Attachments section of the ebid or have listed them in the space provided here.	yes
9	References	List three references to include a contact person, address, telephone number and a listing of the type of work completed for them.	Y
10	Contact	Name of person submitting this bid:	C.J.Betz
11	Electronic Signature	Please check here for your electronic signature.	Yes
12	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	26	EA	Turf Mowing and Trimming of Ashland Water Treatment Facility	\$335.06

Item Notes: Please enter price per each mowing and trimming service based on 26 weeks of mowing. Ashland Water can reduce or increase the frequency as deemed necessary.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Contractor's Mowers	Please list the Make and Model of all mowers to be used.	2 John Deere 930m 1 Exmark Laser 1 snapper walk behind 2 Honda walk behinds
2	Contractor's Trimmers	Please list the Make and Model of trimmers to be used.	4 echo 232 trimmers
3	References	List (3) references including Company Name, Address and Phone Number.	Yes

Response Total: \$8,711.56

Per your request here are a few references.

Jake Baker  
Foreman in charge of operations  
Lincoln Airport Authority  
402-326-1313

Larry Pankoke  
Owner  
King of Clean  
402-326-3344

Dominic  
General Manager  
Country Inn and Suites  
402-474-2080

Sherry Vanek  
President of Fairacres Home Owners Association  
Fairacres Home Owners Association  
402-483-7541

Thank you for the opportunity to offer Lawn Care Maintenance. This year I will also start caring for other commercial properties including the Optimist Youth Sports Complex on Folsom and the LES home office on 27th. I take pride in ensuring the Lawns I care for look their best.

Please call me with any questions or concerns. I can be reached at our office, **402-438-7474**, or my mobile number **402-560-2105**.

Sincerely,

CJ Betz, Owner  
DKC Lawn Care Inc. dba US Lawns

## Equipment list

2 John Deere 930M 60" zero turn mowers with baggers

1 Exmark Lazer 52" zero turn mower

2 Snapper walkbehind 52" mowers and baggers

1 Exmark walkbehind 36" with bagger

4 Honda 21" walkbehind with bags

1 Exmark 32" walkbehind with bag

2 Echo backpack blowers

4 Echo handheld blowers

4 Echo trimmers

2 Echo stick edgers