

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**ANNUAL REQUIREMENTS  
FOR  
MOWING AT FIRE STATION 14  
QUOTE NO. 5057**

**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 at Fire Station 14, Quote No. 5057**

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 \$3,000.00 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. 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. Specifications
  4. Drawing
  5. Insurance Requirements
  6. Instructions to Bidders
  7. Sales Tax Exemption Form 13

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at [lincoln.ne.gov](http://lincoln.ne.gov) - Keyword: Bid - Awarded or Closed bids

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 upon completion of signatures on:

Vendor Signature Page  
City of Lincoln Signature Page

Vendor Signature Page

ANNUAL REQUIREMENTS  
FOR  
MOWING AT FIRE STATION 14  
QUOTE NO. 5057

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

\_\_\_\_\_  
Secretary Seal

DKC Lawn Care Inc dba USLawns  
Name of Corporation

801 W. Old Cheney Rd  
Address

By: Christopher Burt  
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

City of Lincoln Signature Page

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ANNUAL REQUIREMENTS  
FOR  
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QUOTE NO. 5057

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

*Teresa J. Meyer*  
City Clerk



CITY OF LINCOLN, NEBRASKA

*Chris Beutler*  
Chris Beutler, Mayor

Approved by Resolution No. 88832

dated 4-9-15

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Shelly Hinze, Buyer	Address	Purchasing\City & County	Address
Email	rhinze@lincoln.ne.gov		440 S. 8th St.	
Phone	1 (402) 441-8313		Lincoln, NE 68508	Contact
Fax	1 (402) 441-6513	Contact	Rachelle Hinze, Buyer	
Bid Number	5057	Department		Department
Title	Annual Requirements for Mowing at Fire Station 14	Building		Building
Bid Type	Quote	Floor/Room		Floor/Room
Issue Date	02/27/2015	Telephone	1 (402) 441-8313	Telephone
Close Date	3/10/2015 10:00:00 AM CT	Fax	1 (402) 441-6513	Fax
Need by Date		Email	rhinze@lincoln.ne.gov	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 3/10/2015 6:14:08 AM CT  
 Total \$508.10

Signature C.J. Betz

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

## Supplier Notes

## Bid Notes

If you need assistance in preparing your bid, there are several options.

1) Click the the "Help" button in the upper right hand corner of any screen; 2) Contact our office for a training session in Purchasing or assistance over the phone; 3) View the PowerPoint presentation at <http://www.lincoln.ne.gov/city/finance/purch/spec/veninst.ppt>

## Bid Activities

Date	Name	Description
3/5/2015 1:30:00 PM	Pre-bid Thursday, March 5, 2015	at 1:30 Station 14, 5435 NW 1st

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## Bid Messages

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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	Special Provisions	I acknowledge reading and understanding the Special Provisions.	Yes
5	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
6	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 escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	a=yes,b=yes, c=1 year
7	Contact	Name of person submitting this bid:	C.J. Betz
8	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	10	Mowings	Cost is per each mowing, trimming and maintenance for the outlot near Fire Station 14 located at 5435 NW 1st Street. Mowing will be done on a three week interval unless vendor is called for more frequent mowings per specifications.	\$50.81

Item Notes: Estimate approximately 10 mowings per season. Unit price is per each mowing.

Supplier Notes:

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Response Total: \$508.10

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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 walkbeind 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