CONTRACT DOCUMENTS

CITY OF LINCOLN, NEBRASKA,
LANCASTER COUNTY,
LINCOLN-LANCASTER COUNTY
PUBLIC BUILDING COMMISSION

Unit Price Contract for Miscellaneous Landscape Installation and Maintenance Service Projects Under $10,000.00
Quote No. 4751

Nebraska Nursery and Color Gardens
7801 Pioneers Blvd
Lincoln, NE 68506
402.489.6543

CITY OF LINCOLN,
LANCASTER COUNTY, NEBRASKA and
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this _____ day of _____, 2014 by and between **Nebraska Nursery and Color Gardens, 7801 Pioneers Blvd., Lincoln, NE 68506**, hereinafter called the Contractor, and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have 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:

Unit Price Contract for Miscellaneous Landscape Installation and Maintenance Service - Projects Under $10,000.00, Quote No. 4751

and

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

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

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

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction 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; © 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, construct, and compete all Work included in and covered by the Owner's award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

   Agreement to full proposal.

2. The Owners agree 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 Owner:

   The Owners 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 Owners shall order on an as- needed basis for the duration of the contract. The total cost of products or services for County agencies shall not exceed $1,000.00 during the contract term without approval by the Board of Commissioners. The total cost of products or services for City Departments shall not exceed $20,000.00 during the contract term without approval. The total cost of products or services for the Public Building Commission shall not exceed $5,000.00 during the contract term without approval by the Board of the Public Building Commission.

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

4. E-VERIFY: In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

5. GUARANTEE: The Purchasing Division will require a $10,000.00 Performance and Payment Bond from each Contractor for the duration of the Contract.

6. ASSIGNMENT: This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the Owners.

7. TERMINATION: This Contract may be terminated by the following:
   a) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
   b) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
      1) Refuses or fails to supply the proper labor, materials and equipment necessary for services and/or commodities.
      2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
      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 Owners 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.

8. 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 Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' 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.

9. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission.

10. Contract Term. This Contract shall be effective upon execution by all parties. The term of the Contract shall be from **May 1, 2014 through April 30, 2015** with the option to renew for three (3) additional one (1) year terms.

11. The Contract Documents comprise the Contract, and consist of the following:
    1. Contract Agreements\with Bonds
    2. Supplier Response
    3. Supplier Extra Attachments
    4. Specifications
    5. Special Provisions
    6. Insurance Requirements
    7. Instructions to Bidders
    8 Unit Price Service Contract Instructions - General Construction (Under $10,000.00)
    9. Attachment 1 - Unit Price Quotation Form
    10. Sales Tax Exemption Form 13

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the Owners 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 Owners do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Parks & Recreation Director

Approved by Directorial No. 11110

dated 5/7/14

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated 05.29.14

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

County Law

The Board of County Commissioners of Lancaster, Nebraska

dated 4/29/14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

_____(SEAL)
Secretary

_____
Name of Corporation

_____
(Address)

By:_____
Duly Authorized Official

_____
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Melrose Nursery & Landscapes
Name of Organization

LLC
Type of Organization

4240 S. Coddington Ave.
(Address)

By:_____
Member

By:_____
Member

IF AN INDIVIDUAL:

_____
Name

_____
Address

_____
Signature

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

Bid Information

Bid Creator	Sharon R. Mulder Asst Purchasing Agent
Email	smulder@lincoln.ne.gov
Phone	(402) 441-7428
Fax	(402) 441-6513
Bid Number	4751
Title	Unit Price Contract for Miscellaneous Landscape Installation and Maintenance Service - Projects under $10,000.00
Bid Type	Quote
Issue Date	03/14/2014
Close Date	3/19/2014 1:00:00 PM CT
Need by Date	

Contact Information

Address	Purchasing 440 S. 8th St. Lincoln, NE 68508
Contact	Sharon Mulder Asst. Purchasing Agent
Department	Purchasing
Building	
	Suite 200
Floor/Room	
Telephone	1 (402) 441-7428
Fax	1 (402) 441-6513
Email	smulder@lincoln.ne.gov

Ship to Information

Address	
Contact	
Department	
Building	
Floor/Room	
Telephone	
Fax	
Email	

Supplier Information

Company	Nebraska Nursery and Color Gardens
Address	7801 Pioneers Blvd. Lincoln, NE 68506
Contact	
Department	
Building	
Floor/Room	
Telephone	1 (402) 489-6543
Fax	1 (402) 488-0202
Email	
Submitted	3/19/2014 12:29:02 PM CT
Total	$102.00

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	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
5	Bid Bond Submission	I acknowledge and understand that my bid will not be considered unless a bid bond or certified check in the sum of $500.00 is made payable to the order of the City Treasurer as a guarantee of good faith prior to the bid opening. The bid security may be scanned and attached to the 'Response Attachments' section of your response or faxed to the Purchasing Office (402)441-6513. The original bond/check must then be received in the Purchasing Office, 440 S. 8th Street, Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing. YOU MUST INDICATE YOUR METHOD OF BID BOND SUBMISSION IN BOX TO RIGHT!	I have mailed my bid bond.
6	Renewal is an Option	Contract Extenstion 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 escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	yes,yes, 2014
8	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
9	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
10	Percentage Markup of Material, excluding freight	Percentage Markup of Material, Excluding Freight ONLY ENTER A NUMBER IN THE SPACE PROVIDED! An invoice showing the material type AND cost of material from 3rd Party Vendor may be requested with the final invoice to verify quoted price.	35
11	Percentage Markup of Rental Equipment	Percentage Markup of Rental Equipment ONLY ENTER A NUMBER IN THE SPACE PROVIDED! An invoice showing the type of equipment AND cost of rental from 3rd Party Vendor may be requested with the final invoice to verify quoted price.	15
12	Percentage Markup of all Subcontractor Costs	Percentage Markup of Subcontractor Costs ONLY ENTER A NUMBER IN THE SPACE PROVIDED! An invoice showing the amount charged by Subcontractor may be requested with the final invoice to verify quoted price.	15
13	Performance/Payment Bond	I acknowledge that a $10,000 Performance Bond and Payment Bond will be required with the signed contract upon award of this job.	Y

14	Unit Price Contract Instructions	I acknowledge reading and understanding the Unit Price Contract Instructions.	y
15	Unit Price Quotation Form	I acknowledge reading and understanding the Unit Price Quotation Form. I also have printed and completed all our pricing and attached the Unit Price Quotation Form to the Vendors Response Attachment Section of the E-bid as this pricing will be considered in the award recommendation process.	Y
16	Contact	Name of person submitting this bid:	Ben Hastreiter
17	License Attachments	I acknowledge attaching any applicable licenses for the services provided under this bid.	Y
18	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
2	1	EA	Landscape Assistant - Labor rate per hour	$38.00

Item Notes: LABOR RATES: Amount that the contractor will bill the owner for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits.

Supplier Notes:

#	Qty	UOM	Description	Response
3	1	EA	General Labor - Labor rate per hour	$32.00

Item Notes: LABOR RATES: Amount that the contractor will bill the owner for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits.

Supplier Notes:

#	Qty	UOM	Description	Response
4	1	EA	Any additional employee that may do landscaping service or maintenance service. List title in supplier notes section of bid.	$32.00

Item Notes: LABOR RATES: Amount that the contractor will bill the owner for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits.

Supplier Notes:

Response Total: $102.00

K&E NURSERY & COLOR GARDENS

CITY OF LINCOLN\LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION
ATTACHMENT 1
UNIT PRICE QUOTATION

UNIT PRICE CONTRACT FOR MISCELLANEOUS LANDSCAPING SERVICES, QUOTE NO. 4751

Date: 3-19-14

TO DEPARTMENT/AGENCY REPRESENTATIVE: T

FROM (CONTRACTOR):

PROJECT NUMBER:

PROJECT DESCRIPTION:

When making a quotation please breakdown the Total Cost into the following categories: Labor, Materials, Equipment, Overhead and Subcontractors Costs. Fill in the following Tables in the areas as shown. If an item does not apply, please do not make an entry in that column.

TIME OF COMPLETION

Estimated Start Date	
Number of Days to Complete	

EQUIPMENT AND MATERIAL COSTS

ITEM		COST	% of Markup	TOTAL $ AMOUNT
Total Rental Equipment Costs				
Total Materials Cost				
Total Shipping Cost				

LABOR COST SCHEDULE - LANDSCAPE INSTALLATION

DESCRIPTION	QUANTITY	UOM	UNIT PRICE	TOTAL $ AMOUNT
Labor Items: Pricing for crews shall include all necessary personnel to operator equipment typical for the repair of utilities and pavement				
Turf/Vegetation Removal-Manual Labor	1	Hourly	35-	35-
Turf/Vegetation Removal-Chemical App. (excl. Chem)	1	Hourly	35-	35-
Soil Removal	1	C.Y.	45-	45-
Soil Replacement (excl. Cost of Material)	1	C.Y.	45-	45-
Soil Enrichment	1	C.Y.	35-	35-
Rototilling (8" minimum depth)	1	S.F.	1.25	1.25-
Natural Edge/Trenching	1	L.F.	.50	.50
Perennial Installation (excl. Cost of Plant)				
Quart	1	Each	2-	2-
(1) Gallon	1	Each	3.50	3.50
(2) Gallon	1	Each	6.00	6.00
Shrub Installation (excl. Cost of Shrub)				
(1) Gallon	1	Each	3.70	3.70
(2) Gallon	1	Each	6.70	6.70
(5) Gallon	1	Each	10.70	10.70
Tree Installation (excl. Cost of Tree)				
Deciduous 1 1/2" cal.	1	Each	57-	57-
Evergreen 4' tall	1	Each	57-	57-
Mulch Application/Spreading (excl. Cost of Mulch)	1	S.F.	.23	.23
Watering (excl. Cost of Water)	1	Hourly	55-	55-
Fertilizing (excl. Cost of Fertilizer)	1	S.F.	.02	.02
Seeding (excl. Cost of Seed)	1	S.F.	.09	.09
Plugging (excl. Cost of Plugs)	1	S.F.	.20	.20
Sodding (excl. Cost of Sod)	1	S.F.	.10	.10

DESCRIPTION	QUANTITY	UOM	UNIT PRICE	TOTAL $ AMOUNT
Anti-desiccant (excl. Cost of Anti-desiccant)	1	S.F.	.20	.20

LABOR COST SCHEDULE - LANDSCAPE MAINTENANCE

Cutting Back Grasses/Perennials	1	Hourly	32-	32-
Pruning Shrubs	1	Hourly	32-	32-
Pruning Trees	1	Hourly	38-	38-
Pre-Emergent (excl. Cost of Herbicide)	1	Hourly	38-	38-
Fertilizer (excl. Cost of Fertilizer)	1	Hourly	38-	38-
Post-Emergent (excl. Cost of Herbicide)	1	Hourly	38-	38-
Pesticide (excl. Cost of Pesticide)	1	Hourly	38-	38-
Weeding (manually)	1	Hourly	32	32-
Natural Edge/Trenching	1	L.F.	.40	.40
Mulch Application/Spreading (excl. Cost of Mulch)	1	S.F.	.25	.25
Trash Removal from Landscape	1	Hourly	32-	32-
Watering (excl. Cost of Water)	1	Hourly	32-	32-
Dividing and/or Transplanting Perennials/Grasses	1	Hourly	32-	32-
Transplanting Shrubs	1	Hourly	32-	32-
Anti-desiccant (excl. Cost of Anti-desiccant)	1	S.F.	.12	.12
TOTAL	1			

EQUIPMENT AND MATERIAL COSTS

Top Soil	1	C.Y.	24-	24-
Compost	1	C.Y.	24-	24-
Pre-Emergent (Ornamental Herbicide)				
Liquid	1	Gal.	19-	19-
Granular	1	Lbs.	3.80	3.80
Pre-Emergent (Turf)				
Liquid	1	Gal.	6.00	6.00
Granular	1	Lbs.	1.80	1.80
Fertilizer (12% nitrogen, 4% phosphoric acid, 8% potash)				
Liquid	1	Gal.	4.00	4.00
Plant Starter (Liquid Soln. w/ an analysis of 3-10-3)				
Liquid	1	Gal.	18-	18-
Granular	1	Lbs.	40-	40-
Post-Emergent (Ornamental Herbicide)				
Liquid	1	Gal.	19-	19-
Granular	1	Lbs.	3.80	3.80
Post-Emergent (Remove broadleaf weeds)				
Liquid	1	Gal.	19-	19-
Granular	1	Lbs.	1.80	1.80
Post-Emergent (Turf)				
Liquid	1	Gal.	30	30-
Granular	1	Lbs.	1.80	1.80
Pesticide				
Insecticidal Soap	1	Gal.	32-	32-
Contact or Equivalent	1		32-	32-
Miticide or Equivalent	1		32-	32-
Complete Kill				
Round-up or Equivalent	1	Gal.	30-	30-
Mulch				
Cedar	1	C.Y.	38-	38-
Cottonwood	1	C.Y.	28-	28-
Cypress	1	C.Y.	38-	38-
Other Hardwood	1	C.Y.	22-	22-

SUBCONTRACTORS COSTS

DESCRIPTION	QUANTITY	UOM	UNIT PRICE	TOTAL $ AMOUNT
SUB-CONTRACTOR (NAME)		COST	% of Markup	TOTAL $ AMOUNT
Sub No. 1				
Sub No. 2				
Sub No. 3				
Sub No. 4				
Sub No. 5				

TOTAL PRICE (NOT TO EXCEED) $

FIRM:

BY:

ADDRESS:

Change Order #:

Accepted:

Not Accepted:

PHONE

APPROVED BY:

Department/Agency Representative

DATE:

SPECIFICATIONS
UNIT PRICE CONTRACT
GENERAL SERVICES FOR
MISCELLANEOUS LANDSCAPING INSTALLATION AND MAINTENANCE SERVICE
(PROJECTS UNDER $10,000.00)
QUOTE 2894

1. SCOPE OF CONTRACT

1.1 Lancaster County, Nebraska; the Lincoln/Lancaster County Public Building Commission; and the City of Lincoln (hereinafter referred to as "Owners"), desire to retain qualified contractors on a Unit Price Contract basis to perform Miscellaneous Landscape installation and Maintenance Services (Projects Under $10,000.00) for the term of the contract.

1.2 A sample Unit Price Contract describing the obligations of the Owners and the Contractor is attached to the E-Bid.

1.2.1 A copy of the Unit Price Service Contract Instructions is attached to the E-Bid.

1.3 There is no estimated total amount of work for all departments/agencies of the Owners for the term of the contract.

1.3.1 Individual Unit Price Projects under the terms of this Contract will range from $0.00 to $10,000.00.

1.3.2 The Purchasing Division will require a $10,000.00 Performance/Payment Bond from each Contractor for the duration of the Contract.

1.4 Labor rates being bid shall include all health and welfare benefits, insurance, taxes, overhead, profit, and all other applicable fringe benefits in the per hour rate shown in the Line Item Unit Price box.

1.5 No adjustments in labor rates or markup percentages being bid will be allowed on work awarded during the annual contract period.

1.5.1 Any future fluctuation in the labor market and/or markup calculations should be taken into consideration by the bidder, even though the work for an individual project may extend into the succeeding year.

1.6 The term of the contract shall be one (1) year, with options to renew for three (3) additional one (1) year terms upon execution of contract.

2. LANDSCAPING INSTALLATION AND MAINTENANCE SERVICE

2.1 Landscaping installation and maintenance services include but are not limited to services listed.

2.1.1 Manual labor of turf and or vegetation removal.
2.1.2 Chemical application of turf and or vegetation removal.
2.1.3 Soil removal, replacement and enrichment.
2.1.4 Rototilling of 8" minium depth.
2.1.5 Natural edging and or trenching.
2.1.6 Installation of perennials, shrubs, evergreen trees and 1 ½" cal. deciduous trees.
2.1.7 Watering
2.1.8 Seeding, sodding, plugging, fertilizing.
2.1.9 Mulch, compost and top soil application.
2.1.10 Cutting back grasses and or perennials.
2.1.11 Pruning trees and shrubs.

2.1.12 Application of pre-emergent, post-emergent, anti-desiccant, plant starter, insecticidal soap, contact, miticide, round-up or equivalent, herbicide and pesticide.
2.1.13 Manually pulling weeds.
2.1.14 Trash removal.
2.1.15 Dividing and or transplanting perennials and or ornamental grasses, shrubs.

3. CONTRACT AND INSURANCE

3.1 Within fourteen (14) calendar days after the award of bid the Contractor(s) must execute a written Unit Price Contract between the Contractor and the Owners and the required performance/payment bond.

3.2 Also, within such time period the Contractor must furnish with the executed contract a certificate of insurance in accordance with the"Insurance Clause to be used for All Unit Price Contracts", naming Lancaster County, and the Lincoln/Lancaster County Public Building Commission and the City of Lincoln as additional insured.

4. CITY/COUNTY REPRESENTATIVES

4.1 Departmental/Agency representatives will be identified and provided to awarded vendor, or their designated representative shall act as the agent responsible for the administration of individual projects undertaken pursuant to this contract.

5. BIDDING PROCEDURE

5.1 Read all attachments prior to submitting your Unit Price Proposal.
5.1.1 Bidders shall submit bid documents and all supporting material via E-Bid.
5.1.2 All inquiries regarding these specifications shall be directed via e-mail to Sharon Mulder, Asst. Purchasing Agent (smulder@lincoln.ne.gov).

6. BIDDER QUALIFICATIONS

6.1 Bidders must be licensed in accordance with the Lincoln Municipal Code as required.

6.2 Bidders shall attach a list of three references for government or commercial projects in the Supplier Response Section of the ebid response.
6.2.1 References include: name of firm, contact person, address, and telephone number.

6.3 Bidder must be an experienced landscape contractor who has performed landscape maintenance services similar in material, design and extent to that required for this Agreement.

6.4 Bidder must be able to correctly identify common annual and perennial herbaceous weeds, grasses and woody plant materials that may require landscape maintenance under this service agreement.

6.5 Bidder must have a valid and current Nebraska Certified Pesticide Applicator License for the Ornamental and Turf Pest Control Category and submit proof thereof with Bid Proposal.

6.6 Bidder must have a valid and current Nebraska Nursery Grower, Dealer or Broker License from the Nebraska Department of Agriculture and submit proof thereof with Bid Proposal.

6.7 Bidder must currently own necessary and proper tools and equipment needed to

perform required landscape maintenance services.

6.7.1 Bids will **not** be awarded to bidders who would purchase such necessary tools and equipment contingent upon their being awarded the bid.

7. TERMINATION FOR CAUSE

7.1 If services are found to not be in compliance with the provisions of this agreement; the Owners Agent shall notify the contractor, with follow-up notification in writing, of the complaint for non-compliance.

7.2 The contractor shall be given 24 hours to correct the cause of the complaint.

7.3 If the Owners Agent issues two (2) written complaints for non-compliance during the contract period, the Owner shall have the right to cancel the contract for services with the contractor.

7.4 The Purchasing Agent shall notify the contractor in writing of the cancellation of the contract.

7.4.1 The contract will terminate ten (10) days from the date of mailing of the written notice of cancellation.

7.4.1 In such event, the contractor shall have no liability to the Owner thereunder other than to fully perform such services to the end of said notice period, and the Owner shall have no liability to the contractor except to pay for such services as are actually performed pursuant to the terms of this contract.

8. CONTRACT AWARD PROVISIONS

8.1 The following factors shall be considered in determining the lowest, responsive, responsible bidder/s:

8.1.1 Ability, capacity and skill of the bidder to comply with the specifications and perform the work required by the contract.

8.1.2 Character, integrity, reputation, judgment, experience and efficiency of the bidder.

8.1.3 Previous and current compliance of the bidder with laws and regulations relating to the work.

8.1.5 Information obtained from the references provided by the bidder.

8.1.6 Pricing from the Unit Price bid.

8.1.7 Any other information deemed relevant to the contract by the Owners.

8.2 Contracts resulting from bid proposals shall not be on an all-or-none basis, and may be awarded to several bidders based on price, scheduling, the ability to complete work on time, quality of work and previous inspection and acceptance of past projects.

8.3 The Owners further reserve the right to analyze bid proposals in detail and to award contracts which the Owners believe to be in their best interests.

8.4 The Owners may make any investigation deemed necessary to determine the ability of a bidder to perform in accordance with the specifications.

8.5 The Owners reserve the right to reject any bid based on facts resulting from any investigation which indicates that a bidder is not properly qualified to perform the obligations of any resulting contract.

9. PRICING FOR INDIVIDUAL UNIT PRICE PROJECTS

9.1 Upon award, pricing for individual projects shall be written on the Unit Price

Quotation Form, Attachment 1, showing a breakdown on the contract unit prices for labor.

9.2 All pricing submitted on the Unit Price Quotation Form shall be considered "not to exceed" proposals.

9.3. City reserves the right to request competitive quotes from two or more Unit Price Contractors in the same landscape service discipline for a "fixed lump sum" price and time completion pricing.

9.4 If at any time there is a change to the project that affects the pricing, a Revised Unit Price Quotation Form shall be submitted by the Contractor and signed by the departmental /agency representative for that project.

9.4.1 Extra work shall not proceed until authorized by the departmental/agency representative.

10. INVOICES

10.1 All invoices for landscape services performed pursuant to this Contract shall be submitted to the appropriate departmental/agency representative.

10.2 Each project shall be invoiced separately.

10.3 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.

10.4 Invoices shall be submitted for payment within thirty (30) days of the date of project conclusion.

11. STANDARD SPECIFICATIONS

11.1 Except as specifically modified the Standard Specifications for Municipal construction for the City of Lincoln shall apply to all work on this project including Chapter 31.00 LANDSCAPE WORK and Chapter 30.00 SEEDING AND SODDING

11.2 The City of Lincoln Standard Specifications for Municipal Construction shall govern in the landscape construction of this project.

11.3 See City of Lincoln Standard Specification for additional requirements that relate to this section. Notify the City's Representative of all discrepancies, prior to proceeding with the work.

11.4 Submit manufacturer's or vendor's certified analysis for fertilizer materials.

11.4.1 Submit other data substantiating that materials comply with specified requirements.

12. PROJECT MAINTENANCE

12.1 The establishment period will follow the completion of all planting in a planting season.

12.1.1 The establishment period will not begin until all of the following items of work have been performed: planting, backfilling, water, pruning, staking, guying, water basin construction, and mulching.

12.1.2 All plant material shall be in acceptable growing condition when the project enters the establishment period.

12.2 During the establishment period, the Contractor shall properly maintain all plant materials planted under this contract.

12.2.1 The establishment procedures shall include additional pruning, protective measures against pest and diseases, watering as often as

required by necessity, cultivating, repairing damage to the watering basins, replacing mulch which becomes displaced, keeping the stakes firm and the guys adjusted, weeding with a pre-emergent weed control or other approved means, and other establishment procedures deemed necessary by the City's representative, including the removal of any dead plant material from the project.

12.2.2 **Note: Contractor shall be responsible for watering all plant material as necessary during the establishment period, at the hourly rate specified in the contract.**

12.2.3 The Contractor shall inform the Project Manager of all plant materials which die or look unhealthy during the establishment period following the completion of all planting.

12.2.4 Seeding and Sodding will not be subject to the establishment provisions.

13. PLANTING TIME

13.1 Planting Time: Plant materials only during normal planting seasons for each type of landscape work required, except when prior written permission is obtained from the City's Representative.

13.2 Actual planting time shall be determined on a project by project basis and by weather conditions and accepted local practice.

14. MISCELLANEOUS PLANTING MATERIALS

14.1 Topsoil for Planting Areas: Fertile, friable, natural loam, dark in color (often black), free of subsoil, clay lumps, brush, weeds, roots, stumps, stones larger than 1-1/2 inch in any dimensions, debris, and other extraneous or toxic matter and harmful to plant growth.

14.2 Topsoil shall be obtained from local sources and exhibit an acidity range (pH) of 6.0 to 8.5.

14.3 The location of the source of the material is to be identified.

14.4 Mulch for Trees, Shrubs, and Perennials shall be organic mulch, free from wood chips, sawdust and deleterious materials, suitable for top dressing of trees.

14.5 Mulch shall consist of well-rotted, shredded native hardwood back mulch not larger than 4 inches in length and ½ inch in width.

14.6 Compost is available from the City of Lincoln's Solid Waste Operation - contact Gene Hanlon (402) 441-7043).

14.7 Anti-Desciccant shall be Emulsion type, film-forming agent designed to permit transpiration but retard excessive loss of moisture from plants.

14.7.1 Delivery shall be made in manufacturer's fully identified containers and mix in accordance with manufacturer's instructions.

14.8 Plant Starter shall be a Liquid solution with an analysis of 3-10-3 (low analysis fertilizer), such as Upstart manufactured by Ortho, or City approved equal.

15. PREPARATION/EXECUTION

15.1 Examine and meet with the Department Representative at the proposed planting areas for the conditions of installation.

15.1.1 Do no start planting work until unsatisfactory conditions are corrected.

15.2 Layout individual tree and shrub locations.

15.2.1 Stake locations and secure City's Representative's acceptance before start of planting work.

15.2.2 Make minor adjustments as may be requested.

15.2.3 Installation of plant material may not begin until City's Representative has approved planting locations.

15.3 Determine location of underground utilities by contacting "digger's hot line"and perform work in a manner which will avoid possible damage.

15.3.2 All damage resulting from the excavation, tree planting, backfilling, etc. shall be repaired at the Contractor's expense.

15.3.3 Surfaces other than the planting area shall be restored by the Contractor to the condition existing prior to the planting operation.

13.5.4 Hand excavate, as required.

15.4 Excavate pits, beds and trenches with vertical sides and with bottom slightly raised at center to provide proper drainage.

15.4.1 Loosen hard subsoil in bottom of excavation and scarify sides.

15.4.2 For balled and burlapped trees and shrubs, scarify bottom of the excavations to a depth of 4 inches below bottom of balled or burlapped.

15.4.3 Make excavations equal to the depth of ball, and diameter at least twice as wide as the root ball or root systems to accommodate the entire root ball or root system and to allow enough space to permit loose backfill to be worked down and around the root ball or root system.

15.4.4 Planting pits shall be backfilled the same day they are dug.

15.4.5 If any planting pits are to be left open when work is not in process or create a safety hazard to the public, they shall be covered over or properly barricaded.

15.5 Prepare soil at perennial areas by spading or rototilling deeply to a depth of at least 8 inches below finished grade.

15.5.1 Add compost to planting area so that the final planting medium composition is 60% topsoil and 40% compost to an 8-inch depth.

15.5.2 Rake planting bed smooth.

15.6 When conditions detrimental to plant growth are encountered, such as rubble fill or adverse drainage conditions, notify City Representative.

15.7 Maintain grade stakes set by others until removal is agreed upon by all parties considered.

16. PLANTING TREES AND SHRUBS

16.1 Planting shall be performed only be by experienced persons familiar with planting procedures under the supervision of a qualified supervisor.

16.2 Set balled and burlapped stock plumb and in center of pit or trench with top of ball at same elevation as adjacent finished landscape grades.

16.3 Rotate plants to give the best appearance and relationship to each other or adjacent structures.

16.4 Plant material shall be lifted, carried and/or lowered by the root ball, never by the trunk.

16.5 For all plants other than evergreens, remove burlap from sides of balls but retain burlap on bottoms.

16.6 Where wire basket used, cut and remove the top ½ of the wire basket without disturbing plant roots.

16.7 Completely remove containers for container grown stock.

16.8 Place additional backfill around base and sides of ball, and work each layer to settle backfill and eliminate voids and air pockets.

16.8.1 When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill.
16.8.2 Repeat watering until no more water is absorbed.
16.8.3 Apply plant starter at manufacturers' suggested rates during watering process.
16.8.4 Water again after placing finally layer of backfill.
16.8.5 Remove all ropes and wires from tops of balls.
16.8.6 Dish top of backfill to allow for mulching.

16.9 Mulch plant pits shall not have less than a 3-inch thickness of mulch worked into the top of the backfill and finish level with adjacent finish grades.
16.9.1 Mulch within 24 hours of planting.
16.9.2 Thoroughly water mulched areas.
16.9.3 After watering, rake mulch to provide a uniform finished surface.

16.10 Apply anti-desiccant using power spray to provide an adequate film over trunks, branches, stems, twigs and foliage, when directed.

16.11 Prune, thin out and shape trees and shrubs in accordance with standard horticultural practice.
16.11.1 Prune trees to retain required height and spread.
16.11.2 Unless otherwise directed by City's Representative, do not cut tree leaders and remove only injured or dead branches from flowering trees.
16.11.3 Prune shrubs to retain natural character.
16.11.4 Prune evergreens only to remove broken or damaged branches.

16.12 Remove and replace excessively pruned or mis-formed stock resulting from improper pruning only upon the City Representatives request.

16.13 Staking of trees shall be completed immediately after planting.
16.13.1 Trees are to be staked with three (3) 2-inch by 2-inch by 24-inch wood stakes driven at approximately a 45 degree angle to the ground place to avoid the root system.
16.13.2 Tree should be tied with a figure-eight loop between the tree and stake to allow for flexibility.
16.13.3 Do not tie tree to rigidly to the stake.
16.13.4 Stakes shall be driven so they support the trees and are firm.
16.13.5 Guy wires shall be sufficiently tight to transfer support from he stake to tree.

16.14 A watering basin shall be constructed for all plant material.
16.14.1 Surplus material from the excavation shall be thinly scattered and leveled so as to leave a mat, smooth appearance.
16.14.2 The complete water basin shall be filled with water prior to the installation of the mulch.

17. PLANTING PERENNIAL PLANTS

17.1 Moisten soil before planting and allow it to dry slightly until workable.
17.2 Set plants at specified spacing.
17.3 Do not remove plant from container until it is to be set in planting soil.
17.4 Mulch perennial plants.
17.4.1 Provide not less than 2-inch thickness of mulch and work into top of backfill and finish level with adjacent grades.
17.4.2 Mulch within 24 hours of planting.
17.4.3 Thoroughly water mulched areas.

17.4.4 Mulch shall cover all disturbed earth within the perennial planting area.

18. SEEDING

18.1 Seeding shall include application of pre-emergent.

18.1.1 The pre-emergent shall be suitable for use in establishing newly seeded fescue planting.

18.1.2 The contractor shall follow the manufacturer's rate and method of application unless directed otherwise.

18.2 Seed mix shall be **specified per job by the project representative.**

19. SOD PLUGS

19.1 Plant individual plugs with root cluster and portions of stem buried in soil.

17.1.1 Firm soil around plugs after planting.

17.1.2 Do not cover tips.

19.2 Space plugs 12 inches on center each direction, unless otherwise specified.

19.3 Water plugs with a fine spray immediately after planting.

19.4 Apply Plateau herbicide, or approved equal pre-emergent control within 5 days after initial watering at a rate of 1oz per acre.

19.5 Maintain plugged areas until completions and acceptance of the entire project.

19.6 Maintain plugged areas including watering, weed control, mowing, applications of herbicides, fungicides, insecticides, re-sodding or re-plugging until an established planting is achieved and accepted by the City's Representative.

20. WATERING

20.1 Contractor responsible for all equipment required for watering, including hoses and other methods of transportation.

20.2 Hoses shall be free of substance harmful to plant material.

20.3 Water resources include the following alternatives:

20.3.1 Non-potable water from the Teresa Street Waster Water Treatment Plant (available at no cost to Contractor).

20.3.2 Water Hydrant (meters must be used and are available for fee through the Lincoln Water Department).

20.4 Billable water cost will be reimbursed to Contractor provided a statement showing dates, quantities, and source are presented.

21. CLEANUP AND PROTECTION

21.1 Proceed and complete landscape work (i.e. planting, seeding, sodding, watering, maintenance, etc.) as rapidly as the site becomes available working within seasonal limitations.

21.2 During landscape work (i.e. planting, seeding, sodding, watering, maintenance, etc.) and seeding/sodding work, keep pavements clean and work areas in an orderly condition.

21.3 Protect exiting utilities, paving, plant material, and other facilities from damage caused by seeding operations.