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CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
Snow and Ice Removal for Miscellaneous City Facilities/Properties
Quote No. 4928**

**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:

Snow Removal for Miscellaneous City Properties, Quote No. 4928

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 - Snow and Ice removal for all properties except Havelock District.

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 \$13,000.00 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 one (1) year term with option for three (3) additional one (1) year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal/Supplier Response
 3. Special Provisions
 4. Specifications
 5. Festival Parking Lot
 6. Employee Classification Act, Executive Order 83319
 7. Employee Classification Act Affidavit
 8. Instructions to Bidders
 9. Insurance Requirements
 10. 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.

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

CITY OF LINCOLN, NEBRASKA

Steve [Signature]
Finance Director

Approved by:

Approved by Directorial Order 12156

dated 11/24/14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Name of Corporation

(Address)

By: _____
Duty Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

OKC Lawn Care Inc dba US Lawns
Name of Organization

Lawn maintenance & snow removal
Type of Organization

801 W. Old Cheney Rd
(Address)

By: Christopher J. [Signature]
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	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent	Contact
Phone	(402) 441-7428			
Fax	(402) 441-6513			
Bid Number	4928 Addendum 1	Department		Department
Title	Snow Removal for Miscellaneous City Properties	Building	Suite 200	Building
Bid Type	Quote	Floor/Room		Floor/Room
Issue Date	09/12/2014	Telephone	(402) 441-7428	Telephone
Close Date	9/22/2014 11:00:00 AM CT	Fax	(402) 441-6513	Fax
Need by Date		Email	smulder@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	9/22/2014 10:20:43 AM CT
Total	\$705.00

Signature _____

Supplier Notes

Bid Notes

Bid Activities

Date	Name	Description
9/16/2014 11:00:00 AM	Pre-Bid Meeting	A Pre-bid meeting will be held on Tuesday, September 16, at 11:00 a.m. for Fallbrook Trail Snow Removal. Directions: Highway 34 West to West Fletcher, Turn Right, then another right up a hill to 1st & Fallbrook. Park on side road.

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	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
6	Contact	Name of person submitting this bid:	Christopher Betz
7	Renewal is an Option	Contract Extension Renewal is an option.	Yes
8	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
9	References	I have attached my References to the Response Attachment section of this bid.	Yes
10	Employee Class Act EO	I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319.	Yes
11	Employee Class Act Affidavit	I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.	Yes
12	Electronic Signature	Please check here for your electronic signature.	Yes
13	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: Bid Specifications, Section 6: Added Havelock Business District.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	Hour	Cost per Hour for Actual Hand Snow Removal Services	\$40.00
Item Notes: Where and when needed. For snow accumulation of 1" - 5.99"				
Supplier Notes:				
2	1	Hour	Cost per Hour for Actual Hand Snow Removal Services	\$50.00
Item Notes: Where and when needed. For snow accumulation of 6" - 12"				
Supplier Notes:				
3	1	Hour	Cost per Hour for Snow Removal Services by Snow Blower	\$65.00
Item Notes: Where and when needed. For snow accumulation of 1" - 5.99"				
Supplier Notes:				
<u>Item Attributes: Please review the following and respond where necessary</u>				
#	Name	Note	Response	
1	Type of Snow Blower	Please provide if snow blower is a walk behind; if not what type is it?	walk behind	
4	1	Hour	Cost per Hour for Snow Removal Services by Snow Blower	\$75.00
Item Notes: Where and when needed. For snow accumulation of 6" - 12"				
Supplier Notes:				
<u>Item Attributes: Please review the following and respond where necessary</u>				
#	Name	Note	Response	
1	Type of Snow Blower	Please provide if snow blower is a walk behind; if not what type is it?	walk behind	
5	1	Hour	Cost per Hour for Pushing Snow with Vehicle Mounted Snow Plow/Blade	\$80.00
Item Notes: Cost per hour for actual snow plowing. Price shall include operator and equipment. Travel time and costs to travel between sites are not billable and should be figured into the Cost per Hour for actual snow plowing services.				
Supplier Notes:				
6	1	Hour	Cost per Hour for use of a Rubber Tire Loader	\$125.00
Item Notes: Price shall include operator and equipment.				
Supplier Notes:				

7	1	Hour	Cost per Hour for use of a Dump Truck	\$90.00
Item Notes: Price shall include operator and equipment.				
Supplier Notes:				
8	1	Hour	Cost per Hour for Hauling Snow from Facilities to Snow Dumps	\$90.00
Item Notes: Price shall include operator and equipment.				
Supplier Notes:				
9	1	Hour	Cost per Hour for Applying Ice Melt	\$45.00
Item Notes: Price to include Ice Melt Applying to sidewalks				
Supplier Notes:				
10	1	Hour	Cost per Hour for spreading gravel on parking lots and Drives	\$45.00
Item Notes: Price to include gravel/sand Price shall include labor, equipment and material.				
Supplier Notes:				
Response Total:				\$705.00