

2012-285  
12/001445

**BOARD OF COMMISSIONERS**  
**SARPY COUNTY, NEBRASKA**

**RESOLUTION AWARDING BID FOR LAWN CARE SERVICE**  
**FOR THE FACILITIES MANAGEMENT DEPARTMENT**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6)(Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for this matter have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

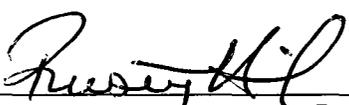
WHEREAS, based on those proceedings, and after a public hearing, this Board has duly deliberated and considered the bids received; and,

WHEREAS, this Board desires to proceed forthwith in order to expedite and facilitate service to the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT:

- (1) The lowest responsive bid for the lawn care of U.S. Grounds Maintenance, Inc. in the amount of \$12,806.00 for 2013 mowing season is accepted, ratified, and confirmed.
- (2) This Board's Chairman, Clerk, and Attorney are hereby authorized and directed to execute such ancillary documents as may be required to evidence the contract and take any and all steps necessary or required in order to carry out the terms of such contract after said documents have been reviewed by the Attorney, Fiscal Administrator, and County Administrator.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 11<sup>th</sup> day of September, 2012.

  
\_\_\_\_\_  
Sarpy County Board Chairman

Attest:  
SEAL  
  
  
\_\_\_\_\_  
County Clerk

# Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE  
1210 GOLDEN GATE DRIVE  
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent  
(402) 593-2349  
Debby Peoples, Asst. Purchasing Agent  
(402) 593-4164  
Beth Garber, Senior Buyer/Contract Administrator  
(402) 593-4476  
Lois Spethman, Supply Clerk/Purchaser  
(402) 593-2102

## MEMO

To: Sarpy County Board of Commissioners  
From: Beth Cunard  
Re: Award of Lawn Care Service

On August 9, 2012, three (3) bids were opened for Lawn Care Service for Sarpy County Building and Grounds; please see the attached bid tabulation. The bids were reviewed by Sarpy County staff for compliance with the bid specification.

During the review it was noted that there was a variance with the chemical requirements submitted by the Vendors. The Specifications stated that the Vendor shall use a four-step slow release application. Previous bidders along with general industry standard protocol for the four-step application include a granular fertilizer in each application. Best Cut Lawn Care did not meet this specification. Best Cut's bid included only two (2) fertilizer applications and two (2) liquid herbicide applications.

After careful review, it is recommended that the bid be awarded to the lowest responsive bidder, U.S. Grounds Maintenance, in the amount of \$12,806.00 for the 2013 mowing season. The total amount is broken down by cost per visit. The bid is for \$311.50 per visit for all Courthouse areas excluding the JJC outer area and \$144.15 for the JJC outer area. Our current agreement, with US Grounds, is for \$200.52 for the Courthouse and \$146.44 for the JJC outer area.

Should you have any questions, please feel free to contact me at (402) 593-4476.

August 27, 2012

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Beth Garber

cc: Deb Houghtaling  
Mark Wayne  
Scott Bovick  
Brian Hanson  
Ross Richards

# MEMORANDUM

SARPY COUNTY  
FACILITIES MANAGEMENT

**Date:** August 23, 2012

**To:** Beth Garber

**From:** Ross Richards

**Subject:** Lawn Care Bids

Sarpy County received bids on August 9, 2012 from Best Cut Lawn Care, Mulhall's Nursery and US Grounds Maintenance. Best Cut Lawn Care appears to be the lowest bidder. Facilities Management evaluated each bid and takes exception to chemical applications proposed by Best Cut Lawn Care.

Chemical Requirements on Page 10 of the bid specifications clearly state "Vendor shall use a four-step slow release application." Industry standard protocol for four-step slow release application includes granular fertilizer in each application. The following is a breakdown of each bidder's chemical application:

Mulhall's:

1. Stonewall 15-0-7 (pre-emergent with fertilizer)
2. Dimension 13-0-0 (pre-emergent with fertilizer)
3. Merit 14-0-14 (fertilizer with insecticide)
4. 28-0-3 (fertilizer winterizer)

US Grounds

1. 21-6-7 (fertilizer and pre-emergent)
2. 21-6-7 (fertilizer and pre-emergent)
3. 18-3-5 (fertilizer)
4. 18-3-5 (fertilizer)

Best Cut Lawn Care

1. Dimension 19-0-6 (pre-emergent with fertilizer)
2. Q4 Plus- (a liquid herbicide)
3. Dimension 19-0-6 (pre-emergent with fertilizer)
4. Q4 Plus- (a liquid herbicide)

The product proposed by Best Cut Lawn Care does not satisfy the intent of bid specifications and will provide an inferior product.

Please contact me if you have questions or need additional information.

Lawn Care Services  
for the  
Facilities Management Department

Bid Opening:  
Thursday 2:00 P.M.  
August 9, 2012

VENDOR	Courthouse Area x 26 Visits		Juvenile Justice Center x 20 Visits		Chemicals	TOTAL
	Per Visit	Extended	Per Visit	Extended		
<b>Best Cut Lawn Care</b>	\$325.00	\$8,450.00	\$108.50	\$2,170.00	\$320.00	<b>\$10,940.00</b>
<b>Mulhalls Nursery</b>	\$385.00	\$10,010.00	\$145.00	\$2,900.00	\$3,180.00	<b>\$16,090.00</b>
<b>US Grounds Maintenance Inc.</b>	\$311.50	\$8,099.00	\$144.15	\$2,883.00	\$1,824.00	<b>\$12,806.00</b>

## AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County", and US Grounds Maintenance Inc., hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Lawn Care Services for the Sarpy County Facilities Management Department; and,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Proposals prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

I. DUTIES OF VENDOR:

- A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the installation and materials for Lawn Care Services in conformity with each and every term, condition, specification, and requirement of the Bid Specifications and the Bid submitted by the Vendor.
- B. All provisions of each document and item referred to in Paragraph A above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern.
- C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance, if applicable.
- D. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, 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.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
  2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
  3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.
- E. Vendor will submit an invoice to County for work completed based on the amounts specified in Vendor's bid. Such invoices shall be submitted to:

Sarpy County Facilities Management  
Attn: Ross Richards  
1210 Golden Gate Drive  
Papillion, NE 68046

- F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

II. DUTIES OF COUNTY:

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor's bid upon submission of the required invoice and satisfactory completion of all required work.

III. BREACH:

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

IV. SAVINGS CLAUSE:

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.

V. SCOPE OF AGREEMENT

This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling  
Clerk of Sarpy County  
1210 Golden Gate Drive  
Papillion, NE 68046

Vendor: Mr. mark Morgan  
US Grounds Maintenance, Inc.  
309 E. 35th Ave.  
Bellevue, NE 68005

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 11<sup>th</sup> day of September, 2012.

(Seal)



ATTEST:

[Signature]  
Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,  
A body Politic and Corporate

[Signature] 9/11/12  
Chairperson  
Sarpy County Board of Commissioners

Approved as to form and content:

[Signature]  
Deputy County Attorney

Vendor: U.S. Grounds Maintenance Inc.

By: [Signature]

Title: V.P. of OPERATIONS

Attest:

[Signature]  
Witness

[Signature]



# CERTIFICATE OF LIABILITY INSURANCE

LABEL

DATE (MM/DD/YYYY)

5/31/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Grace/Mayer Insurance Agency, Inc. 10050 Regency Circle, #300 Omaha, NE 68114-3722 (402) 397-5050		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>USGROUN-01</b>		FAX (A/C, No):	
<b>INSURED</b> U S Grounds Maintenance Inc 309 E. 35th Ave Bellevue, NE 68005		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
		<b>INSURER A:</b> Employers Ins Co of Wausau			
		<b>INSURER B:</b> Wausau Underwriters Ins Co			
		<b>INSURER C:</b> Liberty Mutual			
		<b>INSURER D:</b>			
		<b>INSURER E:</b>			
		<b>INSURER F:</b>			

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			YVKZ91459340032	6/1/2012	6/1/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	GENL AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY			ASJZ91459340022	6/1/2012	6/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
							\$
C	UMBRELLA LIAB			TH7Z91459340042	6/1/2012	6/1/2013	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 2,000,000
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCCZ91459340012	6/1/2012	6/1/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
A	309 E. 35th Ave			YVKZ91459340032	6/1/2012	6/1/2013	\$175,000 Bldg Limit \$2,500 Deductible
A	309 E. 35th Ave			YVKZ91459340032	6/1/2012	6/1/2013	\$120,000 Bus. Prop. Limit \$2,500 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Sarpy County Clerk  
 Attn: Chris Vance  
 1210 Golden Gate Dr, Ste 1116  
 Papillion, NE 68046-2895

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

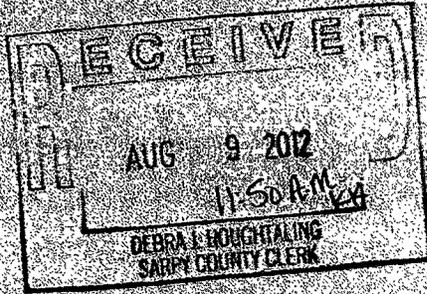
AUTHORIZED REPRESENTATIVE

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U.S. GROUNDS MAINTENANCE, INC.

309 E 35<sup>th</sup> Ave  
Bellevue, NE 68005



DEB HOUGHTALING  
SARRI COUNTY CLERK'S OFFICE  
1210 GOLDEN GATE DRIVE  
PAPILLON NE 68046

"SEALED BIO-LAWN CARE SERVICES"

Bid opening August 9, 2012 @ 2:00 pm

COMPANY NAME: US Grounds Maintenance Inc.

Sarpy County, Nebraska  
Lawn Care Services  
Bid Form

2013 BASE YEAR:

*All pricing shall be inclusive of all fees and surcharges.*

**Lawn Mowing & Trimming:**

All areas, excluding the JJC outer area

Cost per visit: \$ 311.50 x 26 weekly visits = \$ 8,099.00

**Mowing and Trimming:**

The JJC outer area

Cost per visit: \$ 144.15 x 20 weekly visits = \$ 2,883.00

**Cost and application of chemicals, per year (all areas, excluding East Lot and the JJC Outer Area)**

Step 1: Application Date: Early Spring (when Forsythia is in bloom)  
Brand/Formula: 21-6-7 with Pre Emergent  
Cost of Chemicals & Application: \$ 456.00

Step 2: Application Date: May  
Brand/Formula: 21-6-7 with Pre Emergent  
Cost of Chemical & Application: \$ 456.00

Step 3: Application Date: July  
Brand/Formula: 18-3-5  
Cost of Chemicals & Application: \$ 456.00

Step 4: Application Date: October  
Brand/Formula: 18-3-5  
Cost of Chemicals & Application: \$ 456.00

\*Prices are to be F.O.B. - various locations, Sarpy County, NE

**Company Information:**

Years in business: 19

# of employees Locally 15-20 Seasonal

Total sales last 3 years \$4,700,000.00  
\$4,700,000.00  
\$4,700,000.00

Company Equipment: 1-Wide area mower 1600 John Deere. Wham 11 ft.  
2-Z-turn mowers 997 John Deere 6 ft.  
1-Hydro Walk-behind 52 in.  
3- Weed-eaters/trimmers.  
2-Bac Pac Blowers. 1-24ft. Trailer  
2-Company Trucks. 1-20ft. Trailer

References: Please see attached Past Performance documentation for a complete list.

Company Name: America First Communities (AFC)  
Address: 3116 Lockborne Dr. Bellevue, NE 68123  
Contact Name: Dora Stuch Phone Number: (402) 991-9840  
Fax Number: (402) 510-6872 Date of Purchase: 1 October 2010  
Email: dstuch@afpmanagement.com

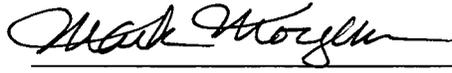
Company Name: Beale AFB - 9<sup>th</sup> Contracting Squadron  
Address: 6500 B Street, Suite 101 Beale AFB, CA 95903  
Contact Name: Kevin Stalark Phone Number: (530) 634-3376  
Fax Number: \_\_\_\_\_ Date of Purchase: 1 April 2008  
Email: Kevin.Stalark@beale.af.mil

Company Name: Fort Benning GA  
Address: 6600 Meloy Dr. Suite 250 Fort Benning, GA 31905  
Contact Name: Virginia Turner Phone Number: (706) 545-2260  
Fax Number: \_\_\_\_\_ Date of Purchase: 1 Aug 2005  
Email: Virginia.s.turner2.mil@mail.mil

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County.

I acknowledge receipt of the following addenda (if applicable):

Addendum #1 \_\_\_\_\_  
Addendum #2 \_\_\_\_\_

<u>US Grounds Maintenance Inc.</u>	<u>Mark Morgan, VP of Operations</u>
Company Name	Company Representative (Please print)
<u></u>	<u>(402) 345-8746</u>
Authorized Signature	Telephone Number
<u>309 E 35<sup>th</sup> Ave</u>	<u>(402) 345-8748</u>
Address	Fax Number
<u>Bellevue, NE 68005</u>	<u>mmorgan@usgm.us</u>
City, State & Zip	E-Mail Address

**\*NOTE: Sarpy County is tax exempt and will provide the proper form upon request.**

**Exhibit "A"**  
**AGREEMENT**

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County", and US Grounds Maintenance Inc. hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Lawn Care Services for the Sarpy County Facilities Management Department; and,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Proposals prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

I. DUTIES OF VENDOR:

- A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the installation and materials for Lawn Care Services in conformity with each and every term, condition, specification, and requirement of the Bid Specifications and the Bid submitted by the Vendor.
- B. All provisions of each document and item referred to in Paragraph A above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern.
- C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance, if applicable.
- D. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, 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.

If the Vendor is an individual or sole proprietorship, the following applies:

- 1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).

2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
  3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.
- E. Vendor will submit an invoice to County for work completed based on the amounts specified in Vendor's bid. Such invoices shall be submitted to:

Sarpy County Facilities Management  
Attn: Ross Richards  
1210 Golden Gate Drive  
Papillion, NE 68046

- F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

II. DUTIES OF COUNTY:

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor's bid upon submission of the required invoice and satisfactory completion of all required work.

III. BREACH:

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

IV. SAVINGS CLAUSE:

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and

obligations of the County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.

V. SCOPE OF AGREEMENT

This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling  
Clerk of Sarpy County  
1210 Golden Gate Drive  
Papillion, NE 68046

Vendor: Mark Morgan  
US Grounds Maintenance, Inc.  
309 E 35<sup>th</sup> Ave  
Bellevue, NE 68005

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

(Seal)

COUNTY OF SARPY, NEBRASKA,  
A body Politic and Corporate

ATTEST:

\_\_\_\_\_  
Sarpy County Clerk

\_\_\_\_\_  
Chairperson  
Sarpy County Board of Commissioners

Approved as to form and content:

\_\_\_\_\_  
Deputy County Attorney

Vendor: U. S. Grounds MAINTENANCE Inc,

By: Mark Wiegman

Title: V.P. of OPERATIONS

Attest:

\_\_\_\_\_  
Witness

\_\_\_\_\_



**U.S. GROUNDS MAINTENANCE, INC.**

August 7, 2012

Subject; Lawn Care Services Bid  
(Due August 9, 2012)

To: Deb Houghtaling  
Sarpy County Clerk's Office  
1210 Golden Gate Drive  
Papillion, Ne. 68046

**COURTHOUSE CAMPUS (est 5.7 acres)**

- **Mowing weekly the Courthouse, Law Enforcement Center, East Annex, West Annex, East Parking Lot.**
    - Per mowing \$265.00 X (est 28 mowings \$7,420.00)
    - Fertilization ( 4 Step Program )
      - step 1; \$370.00
      - step 2; \$370.00
      - step 3; \$370.00
      - step 4; \$370.00
- 4 Step Fertilization total \$1480.00

**JUVENILE JUSTICE CENTER (16,000 sq ft inner & 3.1 acres outer )**

- **Mowing weekly the Inner and Outer area.**
    - Per mowing Inner area \$46.50 X (est 28 mowings \$1,302.00)
    - Per mowing Outer area \$144.15 X (est 18 mowings \$2,594.70)
    - Fertilization ( 4 Step Program )
      - step 1; \$86.00
      - step 2; \$86.00
      - step 3; \$86.00
      - step 4; \$86.00
- Inner area only 4 Step Fertilization total \$344.00

**Annually there will be an additional 3% increase to offset inflation costs!**

### **Compliance of contractual requirements;**

When mowing is performed US Grounds Maintenance Inc will mow all contractual areas, they will be mowed uniformly to present a neat and professional appearance at all time. USGM will trim any and all obstacles within the lawn areas to match the surrounding area mowed, sidewalks and curbs shall the edge/trimmed so that no vegetation is hanging over it's edge. Any debris from USGM's mowing operation that is deposited on any hard surface area will blown/removed off upon completion of every mowing event.

US Grounds Maintenance Inc, will assure that mulching/windrowing of grass that appears on the lawn areas during a mowing operation will be re-mowed, disbursed, or removed to present a neat appearance. Any debris / trash within lawn areas will be removed prior or during mowing operation, as to not have any debris or trash on any lawn area after mowing operations.

US Grounds will apply a 4 step fertilization program annually Early Spring, May, July, October.

Any damages caused or found to be from USGM grounds maintenance operations will be at our expense and will repair or replace damages.

USGM personnel will be in company logoed uniforms vehicles will have company logo as well. USGM personnel at all times will only conduct themselves as an vendor/contractors and will act as a county agent or representative at any time.

US Grounds Maintenance Inc will not engage any company to perform any of this contract assigned work requirements as a subcontract, USGM will be the sole company to perform and carry out the assigned workload.

**US Grounds Maintenance Inc** has been in business has 1993 19 years. Locally US Grounds employs 15 to 20 personnel depending on the seasonal workload. For the years of 2011, 2010, 2009 our average gross income in sales is 4.7 million.

#### Equipment;

- 1 - Wide area mower 1600 John Deere Wham 11 ft.
- 2 - Z-turn mowers 997 John Deere 6 ft.
- 1 - Hydro Walk-behind 52 inch
- 3 - Weed-eaters /trimmers
- 2 - Bac Pac Blowers
- 2 - Company Trucks
- 1 - 24 ft Trailer
- 1 - 20 ft Trailer

US Grounds Maintenance Inc has been performing the grounds maintenance duties/requirements for the Sarpy County Courthouse and JJC since April of 2008.



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## **1.0. Description of U.S. Grounds Maintenance Inc.**

U.S. Grounds has over 18 years of leadership experience in grounds maintenance serving government customers across the United States. Established in 1993 to serve the growing market of government outsourcing work, U.S. Grounds quickly established itself as a premier provider of grounds maintenance services. During its 18 year history U.S. Grounds has provided top notch grounds maintenance operations at F.E. Warren AFB, Wyoming; Columbus AFB, Mississippi; Ellsworth AFB, South Dakota; Offutt AFB, Nebraska; Fort Benning, Georgia; Beal AFB, California; and Fort Campbell, Kentucky. During its history, U.S. Grounds is serving, and has served, several non DoD customers in the Omaha, Nebraska area including the Veterans Hospital, City of Bellevue, Sarpy County Courthouse and Juvenile Detention Center and Douglas Counties road right a-ways.

U.S. Grounds developed a reputation for being a quality contractor meeting or exceeding the customer's requirements and expectations. At Columbus, Ellsworth, and Offutt AFB U.S. Grounds provided continuous service for over nine and fifteen years respectively. As a full services provider of grounds maintenance services U.S. Grounds provides professional management and operations of military installations ranging from several hundred to several thousand acres. Typical services include mowing/trimming of improved grounds, athletic fields, semi-improved grounds, unimproved grounds, turf repair, shrub bed maintenance, landscape installation, tree trimming and removal, vegetation control, chemical application, irrigation maintenance and installation, operations and repair. U.S. Grounds Maintenance Inc. has performed grounds maintenance in the Northern, Southern, and Western locations of the United States.

U.S. Grounds is also equipped and trained to provide snow and ice removal operations. U.S. Grounds is an expert on operating around aircraft operating areas to maintain Airfield grounds in compliance with Bird/Wildlife, Bird Air Strike Hazard (BASH) standards. While at Columbus AFB, the base received an award from the BASH committee during a compliance inspection in 2004. U.S. Grounds is well versed in maintaining remote training areas to include military training/firing ranges and drop and



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landing zones. U.S. Grounds also possesses landscaping design/installation capabilities to meet customer needs.

## **2.0. Past Performance**

U.S. Grounds possess a solid track record for exceptional performance for schedule, technical skill, quality workmanship, business relations and management.

Since 2008 U.S. Grounds has been providing grounds maintenance services at the Army's National Infantry Museum located at Fort Benning, Georgia, this contract maintains 15 acres of prestige grounds including a five acre ceremonial parade field.

In 2008 U.S. Grounds began working and providing grounds maintenance services at Beale AFB, California, a 17,000 acre installation located in the Sacramento Valley. U.S. Grounds provides all management, manpower, equipment and technical skill to care for improved and semi-improved grounds, airfield areas and military family housing; in November 2010 the housing was removed due to privatization.

Since 2005 U.S. Grounds has been the prime sole grounds maintenance sub-contractor to America First Communities, the housing privatization contractor at Offutt AFB, Nebraska. In addition to the full range of grounds maintenance services, U.S. Grounds also provides snow removal services plowing all roads, sidewalks, and vacant housing driveways for the 1,800 acre site with over 1,640 in-state homes. Prior to the construction phase there were 2440 units, completion was May 2010, with 514 out state homes being maintained until demolition first phase begins in 2013 of 200 units, final phase 2016.

Additionally, U.S. Grounds services grounds maintenance with Sarpy County, Nebraska maintaining the County Court House area and Sarpy County Juvenile Detention Center. From 2007 to 2009 U.S. Grounds maintained a contract for the City of Omaha/Douglas County for right-a-way mowing & trimming, weed control, of 107 acres bi-weekly at various locations throughout the Metro area.

From November 1993 until January 2008 U.S. Grounds maintained our first military grounds maintenance contract at Offutt AFB, Nebraska. We conducted full grounds maintenance services to include, but not limited to, improved and semi-improved grounds, landscape maintenance, landscape installation, weed control,



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irrigation maintenance, tree removal and trimming, crack grass, and airfield grounds maintenance (BASH).

From August 2005 – February 2012 U.S. Grounds provided grounds maintenance services at Fort Benning, Georgia, where we managed over 7,000 acres of the 185,000 acre military reservation. The areas under U.S. Grounds' management included improved and semi-improved ground, cemeteries, airfields, and live-fire training ranges and aircraft drop zones.

In 2004, while working with Columbus AFB, MS, U.S. Grounds was presented with a Wing Commander's Coin for outstanding contribution to the installation, the only contractor to receive such a coin for excellent services. That same year Columbus AFB received a commendation from the BASH committee inspection team for having their 1900 acre airfield in compliance for five straight years.

In 2007 U.S. Grounds was nominated as an "Outstanding Performer" supporting a VIP visit at Offutt AFB. In recognition of U.S. Grounds dedication to performance and commitment to quality, the Small Business Administration presented U.S. Grounds Maintenance Inc. the **Administrator's Award for Excellence** recognizing U.S. Grounds for our "outstanding contribution and service to the nation as a small business in satisfying the needs of the Federal procurement system".

US Grounds takes extreme pride in providing a service for our service members that serve our country. In many cases contractors simply bid work and just do their assigned work with results that show little interest in quality or pride in their final products. Fortunately, we have been honored everywhere we have been with facility occupants or visitors taking time to thank us for the work we do, these comments only help bolster and inspire our personnel's moral and sense of pride. US Grounds Maintenance strives to assure our management and site managers at each job sites, installs a sense of pride in work being performed which results in top quality work with a finished product for all to see. This allows facility occupants to go about their daily work and perform their professional assignments having pride in where they work.



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### **3.0. Corporate Leadership**

U.S. Grounds is incorporated in the State of Nebraska. Corporate offices are located at 309 E 35 Avenue, Bellevue, Nebraska, 68005.

- **Company President, John D. Daly, Colonel, USAF (Ret)**

John Daly is the President of U.S. Grounds Maintenance Incorporated. In this capacity he oversees a multi-state operation with over 100 seasonal employees providing full service grounds maintenance to DoD installations. He assumed his current duties with U.S. Grounds in September 2006 after retiring from the United States Air Force. Daly has applied his broad experience, education, and leadership enhancing the company's relationship with the DoD installations, and improving the company's overall operations.

While serving the Air Force, Colonel Daly commanded several organizations that provided primary responsibility for the care, maintenance and development of the installations where he was assigned. Colonel Daly operated the busiest airfield and flight line operations as the commander of the 314<sup>th</sup> Operational Support Squadron at Little Rock AFB, Arkansas. As the Commander of the 7<sup>th</sup> Support Group at Dyess AFB, located near Abilene, Texas, he oversaw the care and maintenance of military family housing, all base facilities and grounds maintenance, recreational services, security and communications. At Offutt AFB, Bellevue Nebraska, Colonel Daly was the Vice Wing Commander of the 55<sup>th</sup> Wing, an 8,000 person unit providing global Intelligence, Surveillance and Reconnaissance, Command and Control operations, host tenant services to U.S. Strategic Command and 85 other associated tenants. Colonel Daly is well versed in Air Force installations and uses that experience to provide quality grounds maintenance at the U.S. Grounds Maintenance installations and customers they serve.

- **Vice President for Operations, Mr. Mark Morgan**

Mr. Mark Morgan is the Vice President of Operations for U.S. Grounds Maintenance Inc. In this capacity he oversees the daily support to company operated installations providing equipment, personnel and operating guidance to the company's



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Site Managers. Mr. Morgan travels extensively to each site to ensure quality workmanship, safe operations, and efficient production. Mr. Morgan possesses tremendous experience with 25 years in grounds maintenance operations and over 23 years in senior management, personnel functions and client relations. Prior to joining U.S. Grounds Maintenance Inc. in 1993, Mr. Morgan was a Project Manager for Midlands Maintenance, a crew leader/foreman with M & A Enterprises, Foreman for International Research & Development Corporation and has been a self employed farmer. He is proficient at operating all sizes and types of equipment and is certified in Hazardous Wastes, Nebraska certified Pesticide Applicator and Nebraska Class 11 Arborist. He joined U.S. Grounds Maintenance Inc. in 1993 as the Site Manager at Offutt Air Force Base and the Omaha Veterans Hospital. His skills and experience have developed U.S. Grounds Maintenance Inc. into an industry leader among the grounds maintenance contractors.

#### **4.0. Summary of Current and Past Contracts**

##### **A. AMERICA FIRST COMMUNITIES (AFC)**

- (1) Program Title: **Grounds Maintenance Housing Privatization Development**
- (2) U.S. Grounds is the **Prime Contractor**
- (3) Name of Contacts: **Dora Stuch/Director of Property Management  
America First Communities (Rising View Communities)  
3116 Lockborne Dr.  
Bellevue, NE 68123  
(402) 991-9840  
(402) 510-6872**
- (4) Brief description of the project:

**Grounds Maintenance at Offutt AFB housing for America First Communities; Mowing, trimming and edging of improved, semi-improved and common grounds, tree removal, tree trimming, shrub bed maintenance, chemical application of turf, seeding, turf repair, sod installation, irrigation, plant bed maintenance, fertilization, leaf removal, crack grass control and removal, playground and athletic field maintenance. We use a wide array of equipment tractor drawn mowers and equipment, wide area riding mowers, front deck mowers, Z-turn mowers and walk-behind mowers in**



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**maintaining 35 acres of improved/pristine grounds, 180 acres of common grounds, 550 vacant housing units, and 60 playgrounds. We also provide all tree trimming and removals within the housing area; we use a 55 ft boom truck, chipper truck and chipper, stump grinders, and a wide assortment of needed hand tools and accessories. We provide snow & ice removal for all streets, common parking areas, parking lots and administration building's, common area sidewalks and alleys. Our crews stay available 24/7 during the winter, we have ample equipment inventory to completely clear all areas within 12 to 24 hours.**

- (5) Present Contract Start/Completion Date: **October 1, 2010 to September 30, 2013**
- (6) Percent complete: **Our first contract was during the constructions/development stage and completed on September 30, 2010. We began our second contract for a three year term on October 1, 2010 it expires September 30, 2013**

## **B. NATIONAL INFANTRY MUSEUM AT FT BENNING, GA**

- (1) A. Program Title/Contract Number: **Grounds Maintenance Ft Benning, GA**
- (2) U.S. Grounds is the Prime **Contractor**
- (3) Name of Contracting office and contacts: **Ed Harrington, Contracting Administrator  
Army Contracting Agency, Southern Region  
6600 Meloy Drive, Suite 250  
Fort Benning, GA 31905  
Phone: (706) 545-0350**
- (4) Project Title and brief description of the project.

**Grounds Maintenance at the National Infantry Museum at Ft. Benning, GA. Mowing, trimming and edging of improved, semi-improved, airfield and un-improved grounds, chemical application for turf, seeding, sod installation, plant bed maintenance, fertilization, leaf removal, crack grass removal, playground and athletic field maintenance, aircraft airdrop and firing range mowing.**

- (5) Initial price and final or current price: **\$1,094,051.83 Total-Fixed Price**
- (6) Contract Start/Completion Date: **Jan 2008 to Dec 2012**
- (7) Percent complete: **Contract is in the fifth and final year**
- (8) Brief Comments. Why is this contract relevant? How does it relate to the solicited effort?

**Each week, Fort Benning graduates hundreds of soldiers on the Parade field, U.S. Grounds takes pride in our work and makes sure that each week the grounds are in**



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excellent condition for the graduation ceremonies and for the VIP's, families and friends that will be visiting from all over the nation.

This contract maintains 15 acres of prestige grounds including a five acre ceremonial parade field. U.S. Grounds employs three people during the active growing season operating a Z-turn mower, walk-on mower, real mower, trimmers and edgers to maintain the museum and parade field grounds.

### C. BEALE AFB, CA

(1) Program Title/Contract Number: **Grounds Maintenance Beale AFB, CA**

(2) U.S. Grounds is the **Prime Contractor**

(3) Name of Contracting Activity: **9<sup>th</sup> Contracting Squadron**  
**6500 B Street, Suite 101**  
**Beale AFB, CA 95903-1712**  
**Email: [Kevin.Stolark@beale.af.mil](mailto:Kevin.Stolark@beale.af.mil)**

(4) Project Title and brief description of the project

**Beale AFB Grounds Maintenance Services. Mowing, trimming and edging of improved, semi-improved, airfield and un-improved grounds, turf repair, tree maintenance, tree removal, tree and shrub planting, chemical application for turf and trees to control weeds and unwanted vegetation growth, seeding, sod installation, plant bed, maintenance, mulch installation, fertilization, leaf removal, irrigation system operation and maintenance, special even tasking, crack grass removal.**

(5) Initial price and final or current price: **\$3,525,733, Base year plus 4 option years**

(6) Contract Start Date and scheduled completion date: **1 April 2008 - 31 Mar 2012, currently working a three – four month bridge contract to allow incoming NISH contractor time to mobilize for August 2012 start date.**

(7) Percent Complete: **Option year 4 on six month extension**

(8) Brief Comments

**U.S. Grounds began work at Beale in 2008. Startup and transition created several challenges for U.S. Grounds caused by the inadequate information provided in the government's RFP. Consequently early relations were turbulent. U.S. Grounds demonstrated strong performance and requested equitable adjustments that were agreed to. Relations with Beale have subsequently improved and each side is pleased with the arrangement. The government had planned for housing not to be part of the contract, but delays in completing the housing privatization deal required the**



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contracting office at the last minute, to housing into the grounds maintenance contract for the remaining year options. Then in November 2010 the installation removed housing from the grounds maintenance contract due privatization reasons and added to the housing facilitation maintenance contractor for 3 month increments performance phases.

#### D. FT BENNING, GA

(1) Program Title/Contract Number: **Grounds Maintenance Ft Benning, GA**

(2) U.S. Grounds is the Prime **Contractor**

(3) Name of Contracting office and contacts: **Virginia Turner, Contracting Administrator  
Army Contracting Agency, Southern Region  
6600 Meloy Drive, Suite 250  
Fort Benning, GA 31905  
Phone: (706) 545-2260**

(4) Project Title and brief description of the project.

**Grounds Maintenance Ft. Benning, GA. Mowing, trimming and edging of improved, semi-improved, airfield and un-improved grounds, chemical application for turf, seeding, sod installation, plant bed maintenance, fertilization, leaf removal, crack grass removal, playground and athletic field maintenance, aircraft airdrop and firing range mowing.**

(5) Initial price and final or current price: **\$2,924,678.00 Annual-Fixed Price**

(6) Contract Start/Completion Date: **1 Aug 2005 to 29 Feb 2012**

(7) Percent complete: **Contract was completed after six month extension.**

(8) Brief Comments. Why is this contract relevant? How does it relate to the solicited effort?

**Ft Benning is most unique because of the sheer size of the installation and the large maintenance requirements, 185,000 acre military reservation of which U.S. Grounds maintains 7,000. U.S. Grounds employs up to 45 people during the active growing season operating an extensive fleet of tractor towed deck mowers, Z-turn mowers, trimmers, edger's and vehicles. Scheduling is scrutinized to ensure employees and equipment are employed in the most efficient manner. Maintenance of equipment is extensive and constant and for this reason U.S. Grounds employs two full time mechanics to ensure the equipment is kept in top operating shape. In addition to the contract standards, typically U.S. Grounds is tasked with \$250,000 in above performance based contract work orders annually**



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## **E. OFFUTT AFB, NE**

(1) Program Title/Contract Number: **Grounds Maintenance Offutt AFB,**

(2) U.S. Grounds was the **Prime Contractor**

(3) Name of Contracting Activity: **55th Contracting Squadron**  
**101 Washington Square**  
**Offutt AFB, NE 68123**  
**(402) 294-6005**

(4) Project title and or brief of description of the project

**Offutt AFB Grounds Maintenance. Mowing, trimming and edging of improved, semi-improved, airfield and un-improved grounds, turf repair, tree maintenance, tree removal, tree and shrub planting, chemical application for turf and trees, seeding, sod installation, plant bed maintenance, fertilization, leaf removal, sidewalk snow removal, irrigation system operation and maintenance, special event tasking, crack grass removal.**

(5) Initial Price and final or current price: **\$1,187,451.96 Annual-Fixed Price, completed Contract Dollar Value \$ 788,162.86 (after contract reduction in 2005 result of contract work reductions due to implementation of Housing Privatization)**

(6) Contract Start date, scheduled completion: **15 Nov 1993 - 30 Sep 2008, contract completed (including 2 - 6 month extensions): Dec 31, 2007**

(7) Brief Comments.

**U.S. Grounds provided grounds maintenance services consistently at Offutt AFB from 1993 to 2008. During that 15 year run U.S. Grounds provided quality maintenance on time and schedule. U.S. Grounds maintained a solid working relationship with the installation contracting office and Civil Engineers. U.S. Grounds was unable to bid Offutt during this most recent bid cycle because the contract was set aside for Service Disabled Veteran Owned companies. U.S. Grounds has continued to perform selected work for the installation.**

## **F. ELLSWORTH AFB, SD**

(1) A. Program Title: **Grounds Maintenance Ellsworth AFB, SD**

(2) U.S. Grounds was the **Prime Contractor**

(3) Name of Contracting Activity: **Mr. Kenneth Tritsch**  
**28<sup>th</sup> Contracting Squadron**



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1000 Ellsworth Street, Ste. 2500  
Ellsworth AFB, SD 57706-4910  
Email: [Kenneth.Tritsch@ellsworth.af.mil](mailto:Kenneth.Tritsch@ellsworth.af.mil)  
Phone: (605) 385-1740

(4) Program/Project Title: Description of Work

**Duties include mowing, trimming and edging of improved, semi-improved and airfield areas, tree maintenance, tree removal, tree and shrub planting, shrub trimming, chemical application for turf and trees, ground repair (seeding, sod and sprig), plant bed maintenance, leaf removal, irrigation system repair, snow/ice removal of sidewalks, entrances and bus stops, litter, trash and policing of grounds, storm clean up.**

(5) Initial price and final or current price: **\$1,010,643.60/Annual fixed price**

(6) Contract start date, scheduled completion date: **1 Apr 1999 – 31 Jan 2008**

(7) Contract ended on **31 Jan 2008**

(8) Brief Comments

**U.S. Grounds had no difficulty with this contract and received Exceptional and Very Good performance ratings for the past two CPAR reporting periods.**

**G. COLUMBUS AFB, MS.**

(1) Program Title/Contract Number: **Grounds Maintenance Columbus AFB,**

(2) U.S. Grounds was the **Prime Contractor**

(3) Name of Contracting Activity: **Columbus AFB, MS**  
**555 Seventh Street**  
**Columbus AFB, MS 39710-5001**  
**Phone: (662) 434-7802**

(4) Project title and or brief of description of the project

**Columbus AFB Grounds Maintenance. Mowing, trimming and edging of improved, semi-improved, airfield (BASH) and un-improved grounds, turf repair, tree maintenance, tree removal, tree and shrub maintenance, chemical application for turf, seeding, sod installation, plant bed maintenance, leaf removal, irrigation system operation and maintenance, special event tasking, crack grass removal.**

(5) Initial Price and final or current price: **\$1,231,6500.00 Annual-Fixed Price, completed Contract Dollar Value**



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- (6) **Contract Start date, scheduled completion: 1 Apr 1998 - 30 Sep 2006, contract completed (including extension):**
- (7) **Brief Comments.**

**U.S. Grounds provided grounds maintenance services consistently at Columbus AFB from 1998 to 2006. During the nine year run U.S. Grounds provided quality maintenance on time and as schedule. U.S. Grounds maintained a solid working relationship with the installation contracting office and Civil Engineers. U.S. Grounds was able during this contract to introduce to the base a growth regulation program to suppress Bahia and promote/enhance Bermuda grass.**

# Deb Houghtaling Sarpy County Clerk

Renee Lansman  
Chief Deputy

1210 Golden Gate Drive • Papillion, Nebraska 68046-2895  
Phone: 402-593-2105 • Fax: 402-593-4471 • Website [www.Sarpy.com](http://www.Sarpy.com) • Email: [Clerk@sarpy.com](mailto:Clerk@sarpy.com)

September 14, 2012

Mr. Mark Morgan  
US Grounds Maintenance, Inc.  
309 E 35<sup>th</sup> Ave.  
Bellevue NE 68005

RE: Lawn Care for Sarpy County - 2013 mowing season

Action by the Sarpy County Board of Commissioners, at the meeting of September 11, 2012, is as follows:

Public Hearing and Resolution 2012-285: Award bid for lawn care services for the Facilities Management Department. Beth Garber, Purchaser

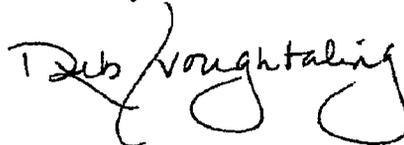
MOTION: After a public hearing, Warren resolved, seconded by Nekuda, to approve the resolution and accept the lowest responsive bid of U.S. Grounds Maintenance, Inc. in the amount of \$12,806 for the 2013 mowing season. Ayes: Hike, Thompson, Richards, Nekuda & Warren. Nays: None.

Enclosed are **two originals** of the contract agreement. Please have them **signed and attested** by a representative of your company and **return one** to this office.

**PLEASE NOTE:** If required by specifications, please provide any bonds, insurance certificates or other referenced documentation along with the fully executed agreement prior to beginning work under this agreement.

**Mail or return to:** Sarpy County Clerk  
Attn: Chris Vance  
1210 Golden Gate Drive  
Papillion, NE 68046-2895

Sincerely,



Deb Houghtaling  
Sarpy County Clerk

Enclosures (2)  
DH/cv