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LANCASTER COUNTY
CLERK

CONTRACT DOCUMENTS

**LANCASTER COUNTY
NEBRASKA**

**Annual Requirements of Noxious Weed Control,
Spraying/Mowing
Bid No. 14-096**

**Mr. Yards and More LLC
8729 Remi Dr.
Lincoln, NE 68526
(402)217-3160**

**LANCASTER COUNTY
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2014, by and between **Mr. Yards and More LLC, 8729 Remi Drive, Lincoln, NE 68526**, hereinafter called "Contractor", and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "County".

WHEREAS, the County 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:

For providing **Annual Requirements for Noxious Weed Control, Spraying/Mowing, Bid No. 14-096** and,

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

WHEREAS, the County, 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 County have 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 County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal

2. The County 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 County:

The County 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 County 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 \$18,000.00 during the contract term without approval by the Board of Commissioners.

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 County 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 County 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 County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County'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. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year term with option to renew for three (3) additional one (1) year terms.
 8. Assignment. Contractor shall not assign its duties and responsibilities under this Agreement without the express written permission of the County.
 9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Supplier Response
 3. Special Provisions
 4. Specifications
 5. Instructions to Bidders
 6. Insurance Requirements
 7. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

This Agreement contains the complete and entire Agreement between the parties and may not be altered or amended except in writing executed, making specific references to this Agreement, by a duly authorized officer of the Contractor and by a duly authorized official of the County.

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.

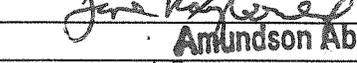
EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:


County Law

The Board of County Commissioners of Lancaster, Nebraska





Amundson Absent

Dated 7/1/14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Name of Corporation

(Address)

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

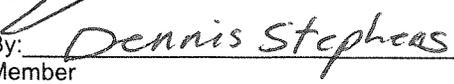

Name of Organization

LLC

Type of Organization


8729 Lerici Dr
(Address)

By: _____
Member

By: 
Dennis Stephens
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 14-096
 Title Noxious Weed Control -
 Spraying/Mowing
 Bid Type Bid
 Issue Date 03/25/2014
 Close Date 4/8/2014 12:00:00 PM CT
 Need by Date

Contact Information

Address Purchasing
 440 S. 8th St.
 Lincoln, NE 68508
 Contact Sharon R. Mulder Asst
 Purchasing Agent

 Department
 Building Suite 200
 Floor/Room
 Telephone (402) 441-7428
 Fax (402) 441-6513
 Email smulder@lincoln.ne.gov

Ship to Information

Address

 Contact

 Department
 Building
 Floor/Room
 Telephone
 Fax
 Email

Supplier Information

Company Mr Yards and More LLC
 Address 8729 Remi Dr

 Lincoln, NE 68526
 Contact
 Department
 Building
 Floor/Room
 Telephone 1 (402) 217-3160
 Fax 1
 Email
 Submitted 4/1/2014 4:31:14 PM CT
 Total \$400.50

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	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	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
6	Contact	Name of person submitting this bid:	Dennis stephens
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	Escallation/De-escalation	(a) Are your bid prices firm for a one (1) year contract period. YES or NO (b) Are your bid prices subject to escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	(a) yes (B) NO
10	Minimum Charge	Minimum charge per job including any trip charges. If no, minimum, please indicate with a \$0.	25.00
11	Equipment Inventory	You must list your equipment in this section for the following: Standard Mowing Equipment Gas Powered Trimmers Chainsaw Sickle Bar Mower Boom Mower Hauling Equipment Ground Spray Application Equipment Aerial Spray Application Equipment	See attachment
12	Commercial Pesticide License	I acknowledge that I have attached a copy of our Pesticide License in the Vendor's Response Attachment Section of the E-bid.	Yes
13	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	Hour	Standard Mowing Equipment - 84" Width	\$60.00
Item Notes:				
Supplier Notes:				
2	1	Hour	Standard Mowing Equipment - 72" Width	\$52.50
Item Notes:				
Supplier Notes:				
3	1	Hour	Standard Mowing Equipment - 60" Width	\$48.00
Item Notes:				
Supplier Notes:				
4	1	Hour	Sickle Bar Mower	No Bid
Item Notes: Please indicate mowing width in supplier notes section of your bid. ALSO, how many acres can be mowed in one (1) hour with this equipment?				
Supplier Notes:				
5	1	Hour	Boom Mower	No Bid
Item Notes: Please indicate mowing width in supplier notes section of your bid.				
Supplier Notes:				
6	1	Hour	Hauling Equipment	\$45.00
Item Notes: Please indicate size of equipment in cubic yards in supplier notes section of your bid.				
Supplier Notes: 5 yard truck 12 yard trailer				
7	1	Hour	Handwork - Includes digging, chopping or cutting	\$30.00
Item Notes:				
Supplier Notes:				
8	1	Hour	Ground Application Spraying - Backpack	\$45.00
Item Notes:				
Supplier Notes:				

9	1	Hour	Ground Application Spraying - Power Sprayer	\$55.00
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Item Notes:
Please indicate number of acres that can be sprayed with this equipment in one (1) hour in supplier notes section of your bid.

Supplier Notes: 1 acres per hour

10	1	Hour	Ground Application Spraying - Boom Sprayer	\$65.00
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Item Notes:
Please indicate number of acres that can be sprayed with this equipment in one (1) hour in supplier notes section of your bid.

Supplier Notes: 2.5 acres per hour

Response Total:	\$400.50
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4010 W Irving Cir
Lincoln, NE 68521
Dstephens75@gmail.com
402-217-3160

Equipment to be used for lawn care, but not limited to any specific piece of equipment:

- *(2) 2010 5450 Toro Titan zero turn w/twin bagger system*
- *2011 Gravely 48" zero turn w/bagger system*
- *2011 Wright stand on rider 34" w/ bagger system*
- *2010 Gravely 60" zero turn w/bagger system*
- *2000 Exmark 27hp 72 inch deck*
- *2008 3850 Toro Time Cutter zero turn w/ twin bagger system*
- *(4)2010 21" Toro walk behind*
- *2009 22" Lawn boy*
- *2010 (6) Stihl straight trimmers*
- *2010 (4)Stihl Blower*
- *2011 Stihl 18" chain saw*
- *2010 gas powered 24" hedge trimmer*
- *Home lite – Back pack blower*
- *Craftsman pruning shears*
- *Craftsman Hand hedge trimmer*
- *Craftsman hedge trimmer*
- *Multiple varieties of hand tools and brooms*
- *2000 Artic cat 500 4 wheeler with 30 gallon power sprayer and boom sprayer*
- *(2) Lesco power spreaders*
- *Agri-fab commercial walk behind spreader*
- *Lesco walk behind spreader*

All equipment is well maintained and very clean. We pride ourselves in keeping our equipment in tip top shape.

**SPECIFICATIONS FOR
NOXIOUS WEED CONTROL - SPRAYING / MOWING**

1. SUPPLEMENTAL INSTRUCTIONS

- 1.1 The Weed Authority Office is intending to select a contractor(s) that shall furnish equipment, supplies and operators for the purpose of weed control.
- 1.2 The work included in this Contract shall be for the period beginning May 1, 2014 through April 30, 2015 with option to renew for three (3) additional one (1) year terms.
- 1.3 Vendor shall submit bid documents and all supporting material via e-bid.
- 1.4 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Sharon Mulder, Asst. Purchasing Agent (smulder@lincoln.ne.gov) of fax: (402) 441-6513.
 - 1.4.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.4.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
 - 1.4.3 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 1.4.3.1 Failure to comply with this directive may result in Vendor bid being rejected.

2. SCOPE OF WORK

- 2.1 All weed control services shall be provided to the satisfaction of the Weed Control Authority, or an authorized representative thereof.
- 2.2 Contractor shall complete work within the following time parameters:
 - 2.2.1 Five (5) days of authorization to proceed issued by the Authority for noxious weed control.
- 2.3 Contractor will be required to take a photo of the property to be serviced prior to the work being done and immediately following the service provided.
 - 2.3.1 Photos shall be submitted with invoice for payment.
- 2.4 All invoice's shall be received at the Weed Authority office within three (3) business days of the control work being completed.
 - 2.4.1 Weed Authority office is located at:
444 Cherrycreek Road
Building B
Lincoln, NE 68528
- 2.5 A commercial pesticide application license is a requirement and shall be attached to the Vendors Response Attachment Section of the E-bid.

3. ENVIRONMENTAL AND HAZARDOUS WASTE SAFETY

- 3.1 Contractor warrants that they understand the currently know hazards and suspected hazards which are presented to persons, property and the environment by the transportation, treatment and disposal of chemicals and hazardous wastes.
- 3.2 Contractor warrants that it will perform all services under this contract in a safe, efficient and lawful manner using industry accepted practices, and in full compliance with all applicable local, state, and federal laws and regulations.
- 3.3 Contractor shall at all times comply with the local, state and federal environmental laws and regulations.
- 3.4 Contractor shall be solely responsible for any occurrence involving a chemical spill or other action that causes an adverse environmental impact.
- 3.5 Contractor shall immediately notify the Weed Control Authority and all other proper authorities and promptly take all necessary actions to contain and cleanup any and all spills or other occurrences.

4. COMPENSATION

- 4.1 The price submitted by the bidder for Standard Mowing Equipment, Work, Sickle Bar Mower, Boom Mower and any Handwork MUST be bid per hour which shall include the cost of labor and equipment to complete the job as requested.
- 4.2 Compensation will be based on contracted rates for actual time on the job site, or the minimum charge, whichever is greater.
- 4.3 Contractor will be compensated a flat rate of \$25.00 for being dispatched to a job site within the city limits of Lincoln in Lancaster County where services are not required due to owner compliance.
- 4.4 Contractor will be compensated a flat rate of \$40.00 for being dispatched to a job site outside the city limits of Lincoln in Lancaster County where services are not required due to owner compliance.
- 4.5 The price submitted by the bidder for Hauling shall be based on actual time from the selected job site to an approved dump site as authorized by the Lancaster County Noxious Weed Control Superintendent.
 - 4.5.1 Price submitted shall include labor and equipment to complete the job as requested.
 - 4.5.2 Contractor shall be reimbursed for landfill gate fees upon submittal of paid receipts with invoices.
- 4.6 The price submitted by the bidder for spraying shall include the cost for labor and equipment but not chemicals.
 - 4.6.1 Compensation for chemicals will be equal to the contractor's cost of chemical.
 - 4.6.2 Contractor agrees to submit an invoice from the distributor for the chemicals used in the treatment at time invoice is submitted for payment by the County.
- 4.7 When satisfied that the services on the aforementioned job site have been properly performed in a timely manner, the Authority shall pay the Contractor upon completion of the job and after receipt of Contractor's invoice.
 - 4.7.1 Contractor's invoice shall contain:
 - Job site location
 - Name of property owner
 - Manner of control utilized
 - Man-hours of labor
 - Hours of equipment usage
 - Date and time of day of control
 - Total of invoice
 - Comments related to the performance of services and the completion of the job.
 - Before and After photos of service completed by Contractor.
 - 4.7.2 Work performed at each job site shall be invoiced separately.