

C-14-0257...

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LANCASTER COUNTY
CLERK

CONTRACT DOCUMENTS

**LANCASTER COUNTY
NEBRASKA**

**Weed Abatement - Mowing
Bid No. 14-095**

**Mr. Yards and More, LLC
8729 Remi Drive
Lincoln, NE 68526
402.217.3160**

**LANCASTER COUNTY
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 27 day of May 2014, by and between **Mr. Yards and More, LLC, 8729 Remi Dr., 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 Weed Abatement - Mowing, Bid No. 14-095 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 for a total of \$34,500.00.

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. The work included in this Contract shall begin as soon as possible from date of executed contract. The term of the Contract shall be a **one (1) year term** with the option to renew for **three (3) additional 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. Supplier Extra Attachments from E-bid
 4. Addendum No. 1
 5. Special Provisions
 6. Insurance Requirements
 7. Instructions to Bidders
 8. Notice to Bidders
 9. 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.

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.

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.

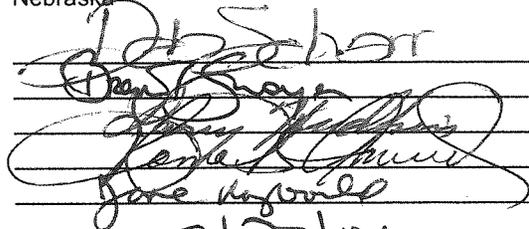
IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:


County Law

The Board of County Commissioners of Lancaster,
Nebraska



dated 5/27/14

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:

Mr Gards and More LLC
Name of Organization

LLC
Type of Organization

8729 Remi Dr
(Address)

By: [Signature]
Member

By: Dennis Stephens
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	14-095 Addendum 1	Department		Department
Title	Weed Abatement - Mowing	Building		Building
Bid Type	Bid		Suite 200	Floor/Room
Issue Date	03/25/2014	Floor/Room		Telephone
Close Date	4/8/2014 12:00:00 PM CT	Telephone	(402) 441-7428	Fax
Need by Date		Fax	(402) 441-6513	Email
		Email	smulder@lincoln.ne.gov	

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 4:29:35 PM CT
 Total \$455.50

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 escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	(A) is 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	See Attached
12	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
13	Electronic Signature	Please check here for your electronic signature.	Yes
14	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: See Bid Attachments section for Addendum information.	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	Standard Mowing Equipment - 52" Width	\$45.00
			Item Notes:	
			Supplier Notes:	
5	1	Hour	Standard Mowing Equipment - 48" Width	\$42.50
			Item Notes:	
			Supplier Notes:	
6	1	Hour	Standard Mowing Equipment - 36" Width	\$40.00
			Item Notes:	
			Supplier Notes:	
7	1	Hour	Standard Mowing Equipment - 21" Width	\$32.50
			Item Notes:	
			Supplier Notes:	
8	1	Hour	Gasoline Power Trimmer	\$25.00
			Item Notes: Please indicate size of cut in supplier notes section of your bid.	
			Supplier Notes: 12" trimmer head	

9	1	Hour	Gasoline Chainsaw	\$35.00
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Item Notes:
Please indicate size of cut in supplier notes section of your bid.

Supplier Notes: 18" and a 20" cut

10	1	Hour	Sickle Bar Mower	No Bid
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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:

11	1	Hour	Boom Mower	No Bid
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Item Notes:
Please indicate mowing width in supplier notes section of your bid.

Supplier Notes:

12	1	Hour	Hauling Equipment	\$45.00
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Item Notes:
Please indicate size of equipment in cubic yards in supplier notes section of your bid.

Supplier Notes: 5 yard truck and 12 yard trailer

13	1	Hour	Handwork - Includes digging, chopping or cutting	\$30.00
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Item Notes:

Supplier Notes:

Response Total:	\$455.50
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/2/2013

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).

PRODUCER Watts Insurance Group 5550 So 59th St #25 Lincoln NE 68516	CONTACT NAME: Terri Watts	
	PHONE (A/C, No, Ext): (402) 261-3999 FAX (A/C, No): (402) 858-0950 E-MAIL ADDRESS: terri@wattsinsurancegroup.com	
INSURED Mr. Yards and More LLC 8729 Remi Dr Lincoln NE 68526	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Indiana Insurance	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: CL138200508

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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>			55690601	8/1/2013	8/1/2014	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
	GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			55690601	8/1/2013	8/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						OCCUR CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	55690601	8/1/2013	8/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CITY OF LINCOLN AND LANCASTER COUNTY ARE NAMED AS ADDITIONAL INSURED AS APPLIES TO THE GENERAL LIABILITY POLICY

CERTIFICATE HOLDER

CANCELLATION

CITY OF LINCOLN/LANCASTER COUNTY
KIM
440 S 8TH STE 200
LINCOLN, NE 68508

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

Terri Watts/TERRI



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.

**Addendum #1
for
Weed Abatement - Mowing
Bid No 14-095**

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

1. If we don't have all the equipment; will it exclude a vendor for all the other line items?

No, it would not; bid the equipment you have. An option of renting a piece of equipment is out there for you as well.

All other terms and conditions shall remain unchanged.

Dated this day of March 26, 2014.

Sharon Mulder
Assistant Purchasing Agent