

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS OF NOXIOUS WEED CONTROL,
SPRAYING/MOWING**

Bid No. 14-096

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

**CITY OF LINCOLN, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between Mr. Yards and More, LLC, 8729 Remi Drive, Lincoln, NE 68526, hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WHEREAS, Lincoln Municipal Code §2.18.030(c) allows the City of Lincoln to join with other units of government for cooperative purchasing; and

WHEREAS, the City through local inter-governmental cooperative purchasing has chosen to participate in the Lancaster County, Nebraska contract, Annual Requirements of Noxious Weed Control, Spraying/Mowing, Bid No. 14-096, which was prepared in accordance with Lancaster County, Nebraska's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all labor, material and equipment necessary to provide noxious weed control, spraying/mowing, in compliance with the prices as established via the Lancaster County, Nebraska contract, Annual Requirements of Noxious Weed Control, Spraying/Mowing, Bid No. 14-096; and,

WHEREAS, the Contractor, in response to the City of Lincoln request to participate in said agreement, has submitted to the City, an offer approving our participation under the same pricing structure, terms and conditions as Lancaster County, Nebraska with only those exceptions stated herein; and,

WHEREAS, Lancaster County, Nebraska, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, 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 Lancaster County, Nebraska contract, Annual Requirements of Noxious Weed Control, Spraying/Mowing, Bid No. 14-096, dated 7/1/2014, for noxious weed control, spraying/mowing, a copy thereof being attached to and made a part of this Contract;

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

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide noxious weed control, spraying/mowing to/for the City.
2. TERM OF THE AGREEMENT: The contract shall be effective upon execution by both parties, through July 1, 2015.
 - 2.1 Upon conclusion of the initial period, the contract may be renewed for three (3) additional one (1) year terms with mutual agreement by both parties, not to exceed the term of the current Lancaster County, Nebraska contract.
 - 2.2 Any renewal of the contract will be under the same terms and conditions as the original agreement.
3. PRICING: Pricing of items will be pursuant to Lancaster County, Nebraska, Annual

Requirements of Noxious Weed Control, Spraying/Mowing, Bid No. 14-096, dated 7/1/2014 and Mr. Yards and More, LLC Supplier Response, submitted 4/1/2014.

The City will pay for products/services, according to the line item pricing as listed in the Contractor's Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City shall order on an as-needed basis for the duration of the contract for a total not to exceed \$5,000.00 without approval.

- 3.1 Terms of payment shall be net thirty (30) days for all merchandise meeting City's Specifications and approval. The City may choose to pay the vendor using an Electronic Funds Transfer. If this option is used, any discounts available to Lancaster County, Nebraska shall be made available to the City.
4. **INDEPENDENT CONTRACTOR:** It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
5. **INDEMNIFICATION:** The Contractor shall indemnify and hold harmless the City, their agents, officers and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of the Contractor, its principals, officers, agents, or employees in the performance of this contract. Liability includes any claims, damages, losses and expenses arising out of or resulting from the performance of this Contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
6. **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.
7. **TERMINATION:** This Contract may be terminated by the following:

- 7.1 Termination for Convenience. Either party may terminate this Contract upon fourteen (14) days written notice to the other party for any reason without penalty.
- 7.2 Termination for Cause. The City of Lincoln may terminate the Contract for cause if the Contractor:
- 7.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide noxious weed control - spraying/mowing for to/for the City of Lincoln.
 - 7.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 7.2.3 Otherwise commits a substantial breach of any provision of the Contract Document. In the event of a substantial breach or default the City of Lincoln will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
8. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the contract between Mr. Yards and More, LLC and Lancaster County, Nebraska, Annual Requirements of Noxious Weed Control - Spraying/Mowing, Bid No. 14-096, dated 7/1/2014.
10. **INSURANCE:** The Contractor shall maintain during the life of this contract the types and amounts of insurance as specified in the "Insurance Requirements for City Contracts" attached hereto and incorporated by this reference. **The City of Lincoln shall be listed as additional insured with regard to the performance of the contract services.**

The Contract Documents comprise the Contract, and consist of the following:

1. City of Lincoln Contract Agreement
2. Lancaster County, Nebraska - Annual Requirements of Noxious Weed Control - Spraying/Mowing, Bid No. 14-096
3. Insurance Certificate
4. Sales Tax Exemption Form 13

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

The Contractor and the City hereby agree that all the terms and conditions of this Contract be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

Terese J. Miller



CITY OF LINCOLN, NEBRASKA

Finance Director

Steve K. Kille

Approved by Directorial Order

11826

Dated

9/23/14

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

Type of Organization

(Address)

By: Member

By: Member

IF AN INDIVIDUAL:

Name

Address

Signature

Mr. Yards and More LLC

LLC

8729 Perri Dr

Dennis Stephens

Member

[Signature]

C - 14 - 0257...

RECEIVED

MAY 22 2014

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 Nov 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.

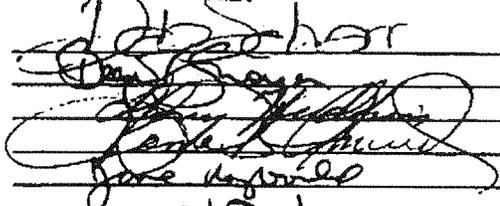
IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

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: _____
Duty 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: 
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
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
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
Item Notes: Please indicate mowing width in supplier notes section of your bid.				
Supplier Notes:				
12	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 and 12 yard trailer				
13	1	Hour	Handwork - Includes digging, chopping or cutting	\$30.00
Item Notes:				
Supplier Notes:				
Response Total:				\$455.50



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