

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS OF WEED ABATEMENT
MOWING FOR COUNTY WEED AUTHORITY**

Bid No. 14-095

**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 Weed Abatement - Mowing, Bid No. 14-095, 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 weed abatement - mowing for County Weed Authority, in compliance with the prices as established via the Lancaster County, Nebraska contract, Annual Requirements of Weed Abatement - Mowing, Bid No. 14-095; 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 Weed Abatement - Mowing, Bid No. 14-095, dated 5/27/2014, for weed Abatement - 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 weed abatement - mowing for County Weed Authority to//for the City.
2. TERM OF THE AGREEMENT: The contract shall be effective upon execution by both parties, through May 27, 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 Weed Abatement - Mowing, Bid No. 14-095, dated 5/27/2014 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 weed abatement - mowing for County Weed Authority 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 Weed Abatement - Mowing, Bid No. 14-095, dated 5/27/2014.
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 Weed Abatement - Mowing, Bid No. 14-095
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:

Teresa J. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

Steve Ruliker
Finance Director

Approved by Directorial Order 11827

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:

Mr Yards and More LLC
Name of Organization

LLC
Type of Organization

8729 Remi Dr
(Address)

By: *Dennis Stephens*
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

CONTRACT DOCUMENTS

**LANCASTER COUNTY
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
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:

The Board of County Commissioners of Lancaster,
Nebraska

County Law

Dated _____

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

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	14-096	Department		Department
Title	Noxious Weed Control - Spraying/Mowing	Building	Suite 200	Building
Bid Type	Bid	Floor/Room		Floor/Room
Issue Date	03/25/2014	Telephone	(402) 441-7428	Telephone
Close Date	4/8/2014 12:00:00 PM CT	Fax	(402) 441-6513	Fax
Need by Date		Email	smulder@lincoln.ne.gov	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 escalation/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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DENNIS S STEPHENS
4010 W IRVING CIR
LINCOLN, NE 68521

Applicant ID
NEE 092319

License Type
Commercial

Commercial or Noncommercial Categories
CM

Licensed Thru
4/15/2014

Categories of commercial and noncommercial applicators of restricted use pesticides

- | | |
|--|---|
| 01. Agricultural Pest Control - Plant | 08. Structural/Health Pest Control |
| 01a. Fumigation of Soil | 08W. Wood Destroying Organisms |
| 02. Agricultural Pest Control - Animal | 09. Public Health Pest Control |
| 03. Forest Pest Control | 09C. Chlorine Products |
| 04. Ornamental and Turf Pest Control | 10. Wood Preservation |
| 05. Aquatic Pest Control | 11. Fumigation |
| 06. Sanitation Control | 12. Aerial Pest Control |
| 07. Soil Treatment | 14. Wildlife Damage Control |
| 08. Right-of-Way Pest Control | REG - Regulatory sub-category |
| | D/R - Demonstration/Research sub-category |

The Poison Center, Omaha 1-800-955-9119
Pesticide Accident Hotline 1-800-424-9300
NE State Patrol 1-800-525-5555



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 Contractors 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.

**SPECIAL PROVISIONS
FOR
TERM CONTRACTS**

**PURCHASING DEPARTMENT
CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA**

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the line items and specification document are approximate and represent the estimated requirements for the contract period.
- 1.2 Items listed may or may not be an inclusive requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City/County shall be neither obligated nor limited to any specified amount. If possible, the Owners will restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract execution and ending as indicated in the specifications or in the Attribute Section of the bid.
- 2.2 Bidder must indicate in the Bid, if extension renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed at the same prices and/or under the same conditions governing the original contract.

3. BID PRICES

- 3.1 Bidders must state in the Attribute Section if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. Purchasing shall issue a contract Addendum with revised pricing upon receipt and approval. The Addendum will be executed by both parties for the remaining term of the contract.
 5. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 6. Approved price changes are not applicable to orders already issued and in process at time of price change.

7. Purchasing reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.
9. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
10. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be no cost to the Owners.

4. CONTRACT ADMINISTRATION

- 4.1 The Purchasing Division will issue a Contract to all successful bidders. Such contract will incorporate the specifications and all other forms used during the bid process.
- 4.2 Orders for materials will be made as needed by the various Agencies following execution by all parties.
- 4.3 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.4 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.5 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

5. QUARTERLY REPORT

- 5.1 Upon request, the contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.