

**AMENDMENT TO CONTRACT
LANCASTER COUNTY
THE ANNUAL REQUIREMENTS FOR AERIAL WEED CONTROL SERVICES FOR CONTROL OF PHRAGMITES
BID NO. 11-269
THIRD & FINAL RENEWAL**

This Amendment is hereby entered into by and between Sky Copters, Inc. 5396 East Road 2, Ulysses, KS 67880 (hereinafter "Contractor") and Lancaster County (hereinafter "County"), for the purpose of amending the Contract dated January 31, 2012 under County Contract No. C-12-0059, (the "Contract"), for the **Annual Requirements for Aerial Weed Control Services for Control of Phragmites**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is January 31, 2012 through January 30, 2013, with the option to renew for three (3) additional one (1) year terms; and

WHEREAS, the Contract was amended by the County Contract C-13-0007, executed by the County Board on January 8, 2012, to renew the Contract for an additional one (1) year period from January 31, 2013 through January 30, 2014; and

WHEREAS, the Contract was amended by the County Contract C-14-0059, executed by the County Board on February 4, 2013, to renew the Contract for an additional one (1) year period from January 31, 2014 through January 30, 2015; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year period beginning January 31, 2015 through January 30, 2016; and

Whereas, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$2,000.00 per year without approval by the Lancaster County Board.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-12-0059 and stated herein the parties agree as follows:

- 1) The Contract shall be renewed for an additional one (1) year period beginning beginning January 31, 2015 through January 30, 2016.
- 2) The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$2,000.00 without approval by the Lancaster County Board.
- 3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Lancaster County Board of Commissioners Signatures

Executed this 6th day of January, 2015

Approved as to form

this 6 day of Jan, 2015

Betty Behren
Deputy County Attorney
Lancaster County Attorney

Deb Schorr
Ben Smayer
Larry Keckler
James R. ...

Supplier, please fill out the following Information and mail back to our office; a faxed copy is not acceptable.

Company Name: (Please Print)	SKY COPTERS, INC
By: (Please Print)	CAROL L. LYLE
By: (Please Sign)	<u>Carol L. Lyle</u>
Title: (Please Print)	PRESIDENT
Company Address: (Please Print)	5396 EAST ROAD 2 ULYSSES, KS 67880
Company Phone & Fax: (Please Print)	(620) 356-4998 (O) (620) 356-3219 (F)
E-Mail Address: (Please Print)	skycop@pld.com
Date: (Please Print)	DECEMBER 15, 2014
Contact Person for: "Orders or Service" (Please Print)	DAN LYLE
Phone Number: (Please Print)	(620) 353-4921

AIG AEROSPACE INSURANCE SERVICES, INC.

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO: CITY OF LINCOLN & LANCASTER COUNTY
555 S. 8TH ST., SUITE 200
LINCOLN, NE 68508

THAT THE FOLLOWING POLICY/IES OF INSURANCE HAVE BEEN ISSUED TO:
SKY COPTERS, INC.

5396 E. ROAD 2
ULYSSES, KS 67880

POLICY NO. AV 001859345-08

POLICY PERIOD: From August 29, 2014 to August 29, 2015

INSURANCE COMPANY NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

LIABILITY COVERAGES	LIMITS OF LIABILITY	
	NON-CHEMICAL	CHEMICAL
Bodily Injury -- excluding Passengers \$	each person \$ each occurrence aggregate	100,000. each person 300,000. each occurrence 300,000. aggregate
Property Damage	each occurrence aggregate	100,000. each occurrence 100,000. aggregate
Passenger Liability	each person each occurrence	Not applicable Not applicable
Single Limit -- Property Damage & Bodily Injury, excluding Passengers	1,000,000. each occurrence aggregate	each occurrence aggregate
Medical Expense -- cluding Crew	each person each occurrence	Not applicable Not applicable

Chemical Limits of Liability are part of and not in addition to the Non-chemical Limits of Liability.
 All liability arising from any one **occurrence** shall not exceed the Non-chemical Limits of Liability.

Description of Aircraft and **Physical Damage** Coverage hereunder

F.A.A. CERT. NO.	MAKE AND MODEL	YEAR BUILT	INSURED VALUE	COVERAGE		DEDUCTIBLES:	
				PHYSICAL DAMAGE	CHEM	NOT IN MOTION	IN MOTION INGESTION MOORING
N65149	HILLER UH-12E	1959	\$ 300,000.	F	CC	\$ 500.	\$ 15,000.

PHYSICAL DAMAGE Coverage Identified: F. All Risks: Ground & Flight G. All Risks: Not In Flight H. All Risks: Not In Motion
 CHEMICAL CATEGORY: CC Comprehensive Chemical RC Restricted Chemical XC Excluding Chemical N/A Not Applicable

OTHER COVERAGES/CONDITIONS/REMARKS
 The extension of coverage provided under AG010 attached to this policy only applies to the vicarious liability of the Additional Insured shown on AG010 for the conduct of aerial application by the Named Insured.

A certificate of insurance is issued as a matter of information only and confers no rights upon the certificate holder. A certificate of insurance does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policies referenced therein.

If the policy referenced above is cancelled before the expiration date, notice of cancellation shall be provided to the certificate holder if such notice of cancellation has been included within this policy and/or endorsements attached thereto.

Certificate No. 14

Date of Issue December 16, 2014 LS

By 
 (Authorized Representative)

RECEIVED
C-11-0059
JAN 29 2014
LANCASTER COUNTY
CLERK

AMENDMENT TO AGREEMENT
LANCASTER COUNTY
ANNUAL REQUIREMENTS FOR AERIAL WEED CONTROL SERVICES FOR CONTROL
OF PHRAGMITES
BID NO. 11-269
SECOND RENEWAL

This Amendment is hereby entered into on this 4 day of February, 2014, by and between Sky Copters, Inc. 5396 East Road 2, Ulysses, KS 67880 (hereinafter "Contractor") and Lancaster County (hereinafter "Owners"), for the purpose of renewing the Contract C-12-0059, dated January 31, 2012, (the "Contract"), for The Annual Requirements for Aerial Weed Control Services for Control of Phragmites, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is January 31, 2012 through January 30, 2013, with the option to renew for **three (3)** additional **one (1)** year periods upon written mutual consent of both parties; and

WHEREAS, the Agreement was amended by the County Contract C-13-007, executed by the County Board on January 8, 2013, to renew the agreement for an additional **one (1)** year period from January 31, 2013 through January 30, 2014; and

WHEREAS, the parties wish to renew the Contract for an additional **one (1)** year term beginning January 31, 2014 through January 30, 2015; and

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$4,000.00 without prior approval of the Lancaster County Board of Commissioners.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-12-0059 and stated herein the parties agree as follows:

- 1) The Agreement shall be renewed for an additional **one (1)** year term beginning January 31, 2014 through January 30, 2015.
- 2) The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$4,000.00 without prior approval of the Lancaster County Board of Commissioners.
- 3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

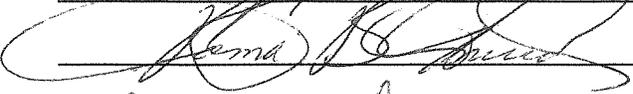
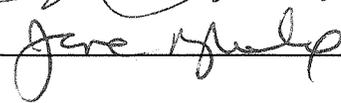
Lancaster County Board of Commissioners Signatures

Executed this 4 day of February, 2013

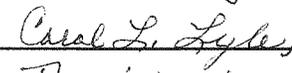
Approved as to form
this 4 day of Feb., 2013


Deputy County Attorney
for Lancaster County Attorney



Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Company Name: (PLEASE PRINT)	Sky Copters, Inc.
By: (PLEASE PRINT)	Carol L. Lyle
By: (PLEASE SIGN)	
Title:	President
Company Address: (PLEASE PRINT)	5396 E. Road 2 Ulysses, Ks 67880
Company Phone & Fax: (PLEASE PRINT)	(620) 356-4998 (office) 620-356-3219 (fax)
E-Mail Address: (PLEASE PRINT)	skycop@pld.com
Dated: (PLEASE PRINT)	1-20-2014

Amendment to Agreement
Lancaster County
Annual Requirements for Aerial Weed Control Services for Control of Phragmites
Bid No. 11-269
First Renewal

C-13-0007
DEC 31 2012

LANCASTER COUNTY
CLERK

This Amendment is hereby entered into on this 8 day of January, 2012, by and between **Sky Copters, Inc. 5396 East Road 2, Ulysses, KS 67880** (hereinafter "Contractor") and **Lancaster County** (hereinafter "Owners"), for the purpose of renewing the **Contract C-12-0059**, dated **January 31, 2012**, (the "Contract"), for **The Annual Requirements for Aerial Weed Control Services for Control of Phragmites**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is **January 31, 2012 thru January 30, 2013**, with the option to renew for three (3) additional one (1) year periods upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning **January 31, 2013 thru January 30, 2014** and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County **Contract C-12-0059** and stated herein the parties agree as follows:

- 1) The Agreement shall be renewed for an additional one (1) year term beginning **January 31, 2013 thru January 30, 2014**.
- 2) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Lancaster County Board of Commissioners Signatures

Executed this 8 day of January, 2012

Approved as to form
this 8 day of Jan, 2012


Deputy County Attorney
for Lancaster County Attorney




Hudkins Absent
Heier Absent

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Dated:

Company Name: (PLEASE PRINT)	Sky Copters, Inc.
By: (PLEASE PRINT)	Carol L. Lyle
By: (PLEASE SIGN)	
Title:	President
Company Address: (PLEASE PRINT)	5396 E. Road 2 Ulysses, Ks 67880
Company Phone & Fax: (PLEASE PRINT)	620-356-4998 FAX 620-356-3219
E-Mail Address: (PLEASE PRINT)	sky cop @ pld. com

CONTRACT DOCUMENTS

**LANCASTER COUNTY
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
Aerial Weed Control Services
for Control of Phragmites
Bid No. 11-269**

**Sky Copters, Inc.
5396 East Road 2
Ulysses, KS 67880
620-353-3624**

**LANCASTER COUNTY
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2012, by and between **Sky Copters, Inc., 53906 East Road 2, Ulysses, KS 67880**, 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 Aerial Weed Control Services for Control of Phragmites, Bid No. 11-269 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.

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 period with the option to renew by mutual consent on an annual basis for three (3) additional one (1) year terms for a total of four (4) years.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Response
 3. Specifications
 4. Instructions to Bidders
 5. Insurance Requirements
 6. Sales Tax Exemption Form 13 (previously issued)

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.

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

for Bollan Johns
Lancaster County Attorney

Jane York
Bob Storr
Harry Heiber
Dee Smoyn
Heier Absent

dated 11/3/12

EXECUTION BY CONTRACTOR

IF A CORPORATION:

SKY COPTERS, INC.
Name of Corporation
5396 E. ROAD 2
LYSSES, KS 67880
(Address)

ATTEST:

Carol L. Lyle (SEAL)
Secretary

By: Carol L. Lyle
Duly Authorized Official
President
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 Assistant Purchasing Agent	Address	Purchasing City/County 440 S. 8th St. Lincoln, NE 68508	Address
Email	smulder@lincoln.ne.gov	Contact	Sharon Mulder Assistant Purchasing Agent	Contact
Phone	(402) 441-7410		Purchasing	Department
Fax	(402) 441-6513			Building
Bid Number	11-269	Department		Floor/Room
Title	Aerial Weed Control Services For Control of Phragmites	Building	Suite 200	Telephone
Bid Type	Bid	Floor/Room		Fax
Issue Date	12/08/2011	Telephone	(402) 441-7428	Email
Close Date	12/22/2011 12:00:00 PM CST	Fax	(402) 441-6513	
Need by Date		Email	smulder@lincoln.ne.gov	

Supplier Information

Company Sky Copters, Inc.
 Address 5396 East Road 2
 Ulysses, KS 67880
 Contact Carol Lyle
 Department
 Building
 Floor/Room
 Telephone 620 (353) 3624
 Fax 620 (356) 3219
 Email skycop@pld.com
 Submitted 12/15/2011 1:12:31 PM CST
 Total \$1,640.00

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	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
5	Contact	Name of person submitting this bid:	Dan Lyle with Sky Copters Inc
6	References	I have attached my three(3)references on company letterhead to the Response Attachment section of this bid.	Yes
7	Minimum Requirements	Do you have a minimum per hour charge? Do you have a minimum per acre charge? If yes, please provide fee with appropriate charge.	\$300 min. 1st acre, \$200 per acre after minimum
8	Renewal is an Option	Contract Extension Renewal is an option.	Yes
9	Term Clause of Contract	(a) Bid prices firm for the full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	(a) No, (b) Yes, (c) N/A
10	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	Acre	Aerial Application (Includes Herbicide & Surfactant,Labor, Fuel and Overhead Cost BID COST PER ACRE!	\$200.00

Item Notes:
PLEASE SPECIFY IF YOU ARE BIDDING PER ACRE OR PER HOUR IN THE SUPPLIER NOTES!

Supplier Notes: Bid is based on the following prices: Polaris @ \$70 per gal., MSO @ \$4.29 per qt., Jet A @ \$4.36 per gal.,

2	1	EA	Mobilization Per Spraying Event	\$1,440.00
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Item Notes: The costs incurred while transporting chemical and equipment to spray location are to be figured into this Line Item.

Supplier Notes: \$3.50 per mile times 2 units times approximately 120 miles per unit and \$600 1/2 day travel time for helicopter.

Response Total: \$1,640.00



5396 East Road 2
Ulysses, Kansas 67880

Office Phone (620) 356-4998
Office Fax (620) 356-3219
Dan Lyle's Cell (620) 353-4921
Carol Lyle's Cell (620) 353-3624

To Whom It May Concern:

Sky Copters, Inc is a woman owned minority business which has been in business since 1978. We have the following insurance in force.

Aircraft: Non-chemical---\$1,000,000
Premises-----\$2,000,000 Professional Insurance, Wichita
Chemical-----\$500,000 \$1,000,000 is not available

Vehicle: Kenworth Truck-Hazmat----\$1,000,000 Great Western Casualty
Pickup trucks-----\$1,000,000 Allstate Ins.

Workers Comp. Professional Insurance, Wichita \$1,000,000

The Hiller 12ET Helicopter is equipped with a Microfoil boom, triple boom shut-off, flow control and GPS with mapping capabilities. UPS data needs to be WDGS 84 decimal degrees before we can begin the project. Trimble Trim Flight #3 is our GPS system.

Per hour contracts are charged on flying time only, not charged when loading. Per acre contracts are charged by chemical applied.

All bulk aircraft fuel is carried in US DOT certified 406 fuel tanks.

All personnel are licensed CDL drivers with Hazmat endorsements.

Sky Copters, Inc is licensed to be business in Kansas, Nebraska, Oklahoma and Arkansas.

Daniel Dean Lyle, pilot, is licensed for commercial helicopter, and is current on medicals, biannual reviews, and licenses. He has 32 years and over 11,000 hours of application experience with an excellent safety record. He has been the Project Habitat Award winner from BASF Chemical Company for three years for work completed on the Platte and Republican Rivers in Nebraska and the Arkansas River in Kansas.

Sky Copters, Inc.

Carol L. Lyle, President
December 15, 2011



5396 East Road 2
Ulysses, Kansas 67880

Office Phone (620) 356-4998
Office Fax (620) 356-3219
Dan Lyle's Cell (620) 353-4921
Carol Lyle's Cell (620) 353-3624

To Whom It May Concern:

Here are the three references that you requested.

Douglas County Weed Department
Mike Reed, Supt
3015 Menke Circle
Omaha, NE 68134
402-616-5683

Twin Valley Weed Management Area
Merle Illian, Coordinator
437 North Elm Street
Red Cloud, NE 68970
402-746-3560

Nebraska Public Power District
Chuck Forsgrem, Sheldon Station
4500 West Pella Road
Hallam, NE 68368
402-649-1373

SPECIFICATIONS
AERIAL WEED CONTROL SERVICES FOR THE CONTROL OF PHRAGMITES
Bid No. 11-269

1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for Aerial Weed Control Services for the control of Phragmites in Lancaster County.
- 1.2 Bid prices shall include the entire cost of all labor, product and delivery of service as outlined in these specifications.
- 1.3 Bidder 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 request to Sharon Mulder, Asst. Purchasing Agent (smulder@lincoln.ne.gov) Or Fax: (402) 441-6513.
 - 1.4.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as addenda.
 - 1.4.2 The City of Lincoln/Lancaster County shall only reply to written inquiries received within five (5) calendar days of bid opening.

2. SCOPE OF WORK

- 2.1 Lancaster County is receiving bids for the control Phragmites and other noxious weeds throughout Lancaster County, Nebraska.
- 2.2 Lancaster County is located in eastern Nebraska and is 24 miles wide and 36 miles long consisting of both rural and urban areas, the work will take place on private and public lands within the county.
- 2.3 Currently there are over 330 landowners that have infestations of Phragmites that will need sprayed this growing season.
- 2.4 Most sites are considered upland sites with a few along streams and creeks, 95% of the infestations are less than 1 acre in size.
- 2.5 Lancaster County plans to coordinate with the successful bidder to do the control work when the applicator is already in the state and working along the Platte River or other river systems in the state.
 - 2.5.1 This will eliminate the need for a special trip to the state.
 - 2.5.2 **This bid should be made knowing that the applicator is already in the state.**

3. AERIAL TREATMENT REQUIREMENTS

- 3.1 The only approved method for aerial treatment shall be by Helicopter.
- 3.2 Bidders must provide a copy of the following Licenses and Permits which are to be attached to the Response Attachments section of the E-bid.
 - 3.2.1 A copy of FAA Part 137 Operating Certificate.
 - 3.2.2 A copy of Nebraska Dept. of Agriculture Pesticide Applicator License.
- 3.3 Herbicide Mixture
 - 3.3.1 64 oz. Isopropyl amine salt of Imazapyr 28.7%, plus 32 oz. methylated seed oil per acre.
 - 3.3.2 96 oz. Aquatic glyphosate N-(phosphonomethyl) glycine, isopropyl amine salt 53.8%, plus required amount of non-ionic surfactant per acre.
 - 3.3.3 Note: These are two (2) different treatments and are not to be bid or priced together.

- 3.4. Application Volume
 - 3.4.1 15 gallons per acre.
- 3.5. GPS Guidance System
 - 3.5.1 System shall be linked to variable flow control system and automatic shutoff preventing off-target spraying.
 - 3.5.2 Manual shutoff shall be installed so that pilot(s) can keep from spraying off target and avoidance areas within the planned spraying shape file's boundary.
- 3.6. Spray Nozzles
 - 3.6.1 Capable of 1,000 micron droplet-size application or larger.
- 3.7. Spray Boom
 - 3.7.1 Minimum width of 26 feet with sectional variability linked to GPS system.

4. TRANSPORT TRUCK REQUIREMENTS

- 4.1 DOT 406 spec-certified tanks on all trucks for all bulk fuel and for bulk chemical over 119 gallons.
- 4.2 Trucks shall include a clean-water-only compartment with system to prevent back siphoning, a triple-rinse system, and enclosed chemical loading system with dry-break and meter system.

5. GIS SHAPE FILES

- 5.1 Contractor shall provide GIS shape files, in electronic format, of all treatment areas.
 - 5.1.1 All data shall be projected in WGS84, Nebraska State Plane Coordinates NAD83, zone 14, and data files need to be in shape file extension format.
- 5.2 Submission of final spray reports and GIS shape files will be made within the two-week period following completion of Task 1.
- 5.3 Lancaster County Weed Control Authority will provide GIS shape files of target and avoidance areas.

6. WORK AREAS

- 6.1 All work shall be coordinated by a Lancaster County Weed Control Authority Representative.
- 6.2 Most of the work performed will be on private property.
- 6.3 Lancaster County Weed Control Authority Representative will arrange for access points and loading zones as the work progresses.

7. INSURANCE REQUIREMENTS

- 7.1 Vendor shall comply with all County insurance requirements as outlined in the form Insurance Clause For All County Contracts.
- 7.2 In addition to the standard insurance requirements the following coverage is required.
 - 7.2.1 Aircraft Liability - Premises and Operations Coverage.
 - 7.2.2 Aircraft Liability - Comprehensive Chemical Cove

8. INSPECTION AND ACCEPTANCE

- 8.1 All work completed by the Contractor shall be subject to inspections by Lancaster County Weed Control Authority's Representative to ensure all work has been done to specifications agreed upon in these Contract Documents.
- 8.2 The Contractor will be notified in writing as to whether the work or any portion thereof is rejected.

- 8.3 Any work repeated as a result of rejection by Lancaster County Weed Control Authority's Representative shall be performed at the Contractor's expense.

9. ENVIRONMENTAL AND HAZARDOUS WASTE SAFETY

- 9.1 Contractor warrants that they understand the currently known hazards and suspected hazards which are presented to persons, property and the environment by the transportation, treatment and disposal of chemicals and hazardous wastes.
- 9.2 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.
- 9.3 Contractor shall at all times comply with the local, state and federal environmental laws and regulations.
- 9.4 Contractor shall be solely responsible for any occurrence involving a chemical spill or other action that causes an adverse environmental impact.
- 9.5 Contractor shall immediately notify the Lancaster County Weed Control Office and all other proper authorities and promptly take all necessary actions to contain and cleanup any and all spills or other occurrences.

10. TERM OF CONTRACT

- 10.1 The initial term of the contract(s) shall run for a period of one (1) year with the option to renew by mutual consent on an annual basis for three (3) additional one year terms for a total of four (4) years.