

AMENDMENT TO AGREEMENT  
LANCASTER COUNTY  
THE ANNUAL SUPPLY OF BRUSH KILLER  
BID NO. 4092  
SECOND RENEWAL

C - 14 - 0368  
RECEIVED

JUL 18 2014

LANCASTER COUNTY  
CLERK

This Amendment is hereby entered into on this 22 day of July, 2014, by and between **Crop Production Services, 1077 County Road B, Ashland, NE 68033** (hereinafter "Contractor") and **Lancaster County** (hereinafter "Owner"), for the purpose of renewing the **Contract C-12-0495**, dated **August 28, 2012**, (the "Contract"), for **The Annual Supply of Brush Killer, Bid No. 4092**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is **August 28, 2012 through August 27, 2013**, with the option to renew for **three (3)** additional one (1) year terms; and

WHEREAS, the Agreement was amended by the County **Contract C-13-0422**, executed by the County Board on **August 27, 2013**, to renew the agreement for an additional one (1) year period from **August 28, 2013 through August 27, 2014**; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning **August 28, 2014 through August 27, 2015**; and

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed **\$19,000.00** without prior approval of the Lancaster County Board of Commissioners.

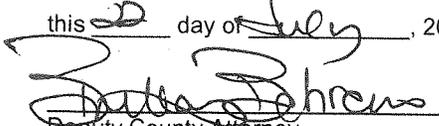
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County **Contract C-12-0495**, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The Contract shall be renewed for an additional one (1) year term beginning **August 28, 2014 through August 27, 2015**; and
- 2) The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed **\$19,000.00** 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.

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

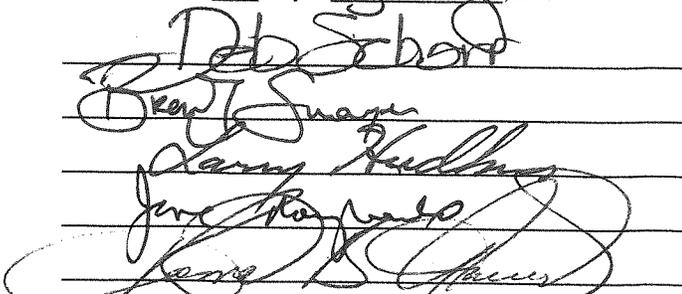
Approved as to form

this 22 day of July, 2014

  
Deputy County Attorney  
Lancaster County Attorney

Lancaster County Board of Commissioners Signatures

Executed this 22 day of July, 2014

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Company Name: (Please Print)	Crop Production Services
By: Please Print)	
By: (Please Print)	
Title: (Please Print)	Manager Keith Asher
Company Address: (Please Print)	1077 COR 2 B Ashland NE 68003
Company Phone & Fax: (Please Print)	402-944-2436 Fax 402-944-2577
E-Mail Address: (Please Print)	Keith.Asher@CPSAGU.com
Date: (Please Print)	6-25-14
Contact Person for: "Orders or Service" (Please Print)	Keith Asher
Phone Number: (Please Print)	402-440-6401

**AMENDMENT TO AGREEMENT  
LANCASTER COUNTY  
ANNUAL SUPPLY OF BRUSH KILLER  
BID NO. 4092**

RECEIVED  
C-13-0492  
AUG 21 2013  
LANCASTER COUNTY  
CLERK

This Amendment is hereby entered into on this 27 day of August, 2013, by and between **Crop Production Services, 1077 County Road B, Ashland, NE 68033** (hereinafter "Contractor") and **Lancaster County** (hereinafter "Owner"), for the purpose of renewing the **Contract C-12-0495**, dated **August 28, 2012**, (the "Contract"), for **The Annual Supply of Brush Killer, Bid No. 4092**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is **August 28, 2012 through August 27, 2013**, with the option to renew for **three (3) additional one (1) year terms**; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning **August 28, 2013 through August 27, 2014**; and

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$20,000.00 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-12-0495**, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The Contract shall be renewed for an additional one (1) year term beginning **August 28, 2013 through August 27, 2014**; and
- 2) The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed **\$20,000.00** 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.

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

Approved as to form  
this 27 day of Aug, 2013

Julian Behrens  
Deputy County Attorney  
Lancaster County Attorney

Lancaster County Board of Commissioners Signatures  
Executed this 27 day of August, 2013

[Signature]  
[Signature]  
[Signature]  
[Signature]

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

Dated 8-15-13

Company Name: (PLEASE PRINT)	Crop Production Services
By: (PLEASE PRINT)	Keith Asher
By: (PLEASE SIGN)	<u>[Signature]</u>
Title:	Manager
Company Address: (PLEASE PRINT)	1077 co rd B Ashland NE 68003
Company Phone & Fax: (PLEASE PRINT)	402-944-2436 402-944-2577
E-Mail Address: (PLEASE PRINT)	Keith.Asher@CPSAGD.com

**RECEIVED**

AUG 23 2012

C-12-0495

LANCASTER COUNTY  
CLERK

**CONTRACT DOCUMENTS**

**LANCASTER COUNTY  
NEBRASKA**

**Annual Supply of Brush Killer  
Quote 4092**

**Crop Production Services  
1077 County Road B  
Ashland, NE 68033  
402.944.2436**

**LANCASTER COUNTY  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by and between **Crop Production Services, 1077 County Road B, Ashland, NE 68033**, 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 Supply of Brush Killer, Quote 4092** 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. Owners 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. The term of the contract is for a **one (1)** year term with the option for three (3) additional one (1) year renewals from the **date of the executed contract**.
8. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Agreements
  2. Accepted Proposal \ Supplier Response
  3. Instructions to Bidders
  4. Special Provisions

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:

*for* *Butler Behrens*  
Lancaster County Attorney

The Board of County Commissioners of  
Lancaster, Nebraska

*James Langford*  
*Denise Keen*  
*Bob Short*  
*Nancy Phillips*  
*Dee D. Meyer*

dated 8/28/12

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

\_\_\_\_\_  
Secretary (SEAL)

*Crop Production Services*  
Name of Corporation

*1077 609d B Ashland NE 68003*  
(Address)

By: *S. H. A. A.*  
Duly Authorized Official

*Location Manager*  
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

Bid Creator Shelly Hinze, Buyer  
 Email rhinze@lincoln.ne.gov  
 Phone 1 (402) 441-8313  
 Fax 1 (402) 441-6513  
  
 Bid Number 4092  
 Title Annual Supply of Brush Killer  
 Bid Type Quote  
 Issue Date 07/11/2012  
 Close Date 7/17/2012 11:00:00 AM CST  
 Need by Date

### Contact Information

Address Purchasing\City & County  
 440 S. 8th St.  
 Lincoln, NE 68508  
 Contact Rachelle Hinze, Buyer  
  
 Department  
 Building  
  
 Floor/Room  
 Telephone 1 (402) 441-8313  
 Fax 1 (402) 441-6513  
 Email rhinze@lincoln.ne.gov

### Ship to Information

Address Lancaster County Engineering  
 444 Cherrycreek Road,  
 Bldg B  
 Lincoln, NE 68528  
  
 Contact  
  
 Department  
 Building  
  
 Floor/Room  
 Telephone (402) 441-6321  
 Fax  
 Email purchasing@lincoln.ne.gov

### Supplier Information

Company Crop Production Services  
 Address 1077 COUNTY RD B  
  
 ASHLAND, NE 68033  
 Contact Keith Asher  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (402) 944-2436  
 Fax 1 (402) 944-2577  
 Email keith.asher@cpsagu.com  
 Submitted 7/16/2012 11:16:48 AM CST  
 Total \$18,998.40

Signature \_\_\_\_\_

### Supplier Notes

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### Bid Notes

If you need assistance in preparing your bid, there are several options.

1) Click the the "Help" button in the upper right hand corner of any screen; 2) Contact our office for a training session in Purchasing or assistance over the phone; 3) View the PowerPoint presentation at <http://www.lincoln.ne.gov/city/finance/purch/spec/veninst.ppt>

### Bid Activities

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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	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City does not guarantee any dollar amount or order quantities for the term of the contract.	Y
3	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
4	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
5	Renewal is an Option	Contract Extension Renewal is an option.	Yes
6	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. .  ((a) Are your bid prices firm for the first 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 _____	Price subject to change after 01/01/13
7	Delivery	State number of delivery days ARO.  FOB to the City/County at the location specified with all transportation charges paid.	No Delivery charge
8	Contact	Name of person submitting this bid:	Keith Asher
9	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	480	Gallon	Brush Killer	\$39.58

Manufacturer: Dow Agrosiences or Equivalent      Manufacturer #: Pathway

Item Notes:      <br>1.1 Vendor must provide product information as an attachment in the ebid if not bidding the Pathway product.<br>1.2  
 All prices must include delivery to the location above.<br>1.3  
 Brush Killer for controlling unwanted trees via cut surface treatment such as fence rows, roadways and ROW's.<br>1.4  
 Product shall be packed 2ea - 2.5 Gallon containers / case.<br>1.5  
 Active Ingredients:<br>1.6  
 Picloram:4 - Amino - 3,5,6 trichloropicolinic acid - Triisopropanolamine salt - 5.4%<br>1.7  
 2,4 Dichlorophenoxyacetic, triisopropanolamine salt - 20.9%<br>1.8  
 Inert Ingredients - 73.7%<br>1.9  
 Acid Equivalents: Picloram - 3.0%<br>1.10  
 2,4 Dichlorophenoxyacetic Acid - 11.2%<br>1.11  
 Orders for this product will be placed as needed by the Department/s for a period of one year.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product	State the name of the product you have bid.	Pathway

Response Total:      \$18,998.40