

**AMENDMENT TO CONTRACT  
LANCASTER COUNTY  
THE ANNUAL REQUIREMENTS FOR LAWN MOWING SERVICES - COMMUNITY MENTAL HEALTH FACILITY  
QUOTE NO. 4288  
SECOND RENEWAL**

This Amendment is hereby entered into by and between Mr. Yards and More LLC, 8729 Remi Dr., Lincoln, NE 68521 (hereinafter "Contractor") and Lancaster County (hereinafter "County"), for the purpose of amending the Contract dated January 8, 2013 under County Contract No. C-13-0003, (the "Contract"), for the **Annual Requirements for Lawn Mowing Services - Community Mental Health Facility, Quote No. 4288**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is January 8, 2013 through January 7, 2014, with the option to renew for three (3) additional one (1) year terms; and

WHEREAS, the Contract was amended by the County Contract C-13-0599, executed by the County Board on December 10, 2013, to renew the Contract for an additional one (1) year period from January 8, 2014 through January 7, 2015; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year period beginning January 8, 2015 through January 7, 2016; and

Whereas, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$1,500.00 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-13-0003 and stated herein the parties agree as follows:

- 1) The Contract shall be renewed for an additional one (1) year period beginning January 8, 2015 through January 7, 2016.
- 2) The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$1,500.00 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.

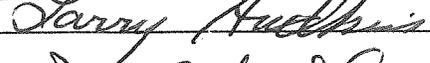
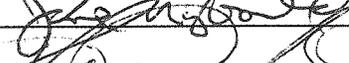
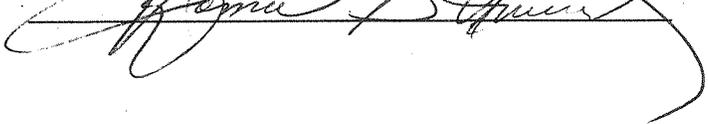
Lancaster County Board of Commissioners Signatures

Executed this 16 day of December, 2014

Approved as to form

this 16 day of Dec., 2014

  
Deputy County Attorney  
Lancaster County Attorney

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

Company Name: (Please Print)	Mr yards and more LLC
By: (Please Print)	Dennis Stephens
By: (Please Sign)	
Title: (Please Print)	owner
Company Address: (Please Print)	8729 Merri
Company Phone & Fax: (Please Print)	402-217-3160
E-Mail Address: (Please Print)	DStephens75@gmail.com
Date: (Please Print)	12/1/14
Contact Person for: "Orders or Service" (Please Print)	Dennis Stephens
Phone Number: (Please Print)	402-217-3160

C-13-0899

AMENDMENT TO AGREEMENT  
LANCASTER COUNTY  
ANNUAL REQUIREMENTS FOR LAWN MOWING SERVICES - COMMUNITY MENTAL HEALTH FACILITY  
QUOTE NO. 4288  
FIRST RENEWAL

This Amendment is hereby entered into on this 10 day of December, 2013, by and between Mr. Yards and More LLC, 8729 Remi Dr., Lincoln, NE 68521 (hereinafter "Contractor") and Lancaster County (hereinafter "County"), for the purpose of amending the Agreement dated January 8, 2013 under County Contract No. C-13-0003, (the "Agreement"), for the Annual Requirements for Lawn Mowing Services - Community Mental Health Facility, Quote No. 4288, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is January 8, 2013 through January 7, 2014, with the option to renew for one (1) additional three (3) year term; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning January 8, 2014 through January 7, 2015; and

Whereas, 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.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-13-0003 and stated herein the parties agree as follows:

- 1) The Contract shall be renewed for an additional one (1) year term beginning January 8, 2014 through January 7, 2015.
- 2) 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.
- 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 10 day of December 2013

[Signature]  
[Signature]  
[Signature]  
[Signature]  
 Hudkins Absent

Approved as to form this 10 day of Dec, 2013

[Signature]  
 Deputy County Attorney  
 Lancaster County Attorney

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

Company Name: (PLEASE PRINT)	Mr yards and More LLC
By: (PLEASE PRINT)	Dennis Stephens
By: (PLEASE SIGN)	<u>[Signature]</u>
Title:	owner
Company Address: (PLEASE PRINT)	8729 Remi Dr Lincoln NE 68521
Company Phone & Fax: (PLEASE PRINT)	402-217-3160
E-Mail Address: (PLEASE PRINT)	DStephens75@aol.com
Date: (PLEASE PRINT)	11/25/13

C-13-0003  
RECEIVED

JAN 03 2012

LANCASTER COUNTY  
CLERK

**CONTRACT DOCUMENTS**

**LANCASTER COUNTY  
NEBRASKA**

**ANNUAL REQUIREMENTS  
FOR  
LAWN MOWING SERVICES -  
COMMUNITY MENTAL HEALTH FACILITY  
QUOTE 4288**

**Mr. Yards and More LLC  
4010 W Irving Circle  
Lincoln, NE 68521  
402.217.3160**

**LANCASTER COUNTY  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 8 day of January 2012, by and between Mr. Yards and More, LLC, 4010 W. Irving Circle, Lincoln, NE 68521, 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 Lawn Mowing Services - Community Mental Health Facility, Quote 4288 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 term with the option for three (3) additional one (1) year renewals.
8. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Agreement
  2. Accepted Proposal/Supplier Response
  3. Specifications
  4. Instructions to Bidders
  5. Special Provisions
  6. Insurance Clause
  7. Addendum No. 1
  8. 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.

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

6 Brallan Behrens  
Lancaster County Attorney

Jane Heier  
Elizabeth  
Heier  
**Heier Absent**

**Hudkins Absent**

dated 1/8/13

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

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

Mr Gards and More LLC  
Name of Corporation

4010 W Irving Cir  
(Address) Lincoln NE 68521

By: [Signature]  
Duly Authorized Official

owner  
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** Sharon R. Mulder Asst  
 Purchasing Agent  
**Email** smulder@lincoln.ne.gov  
**Phone** (402) 441-7410  
**Fax** (402) 441-6513  
  
**Bid Number** 4288 Addendum 1  
**Title** Lawn Mowing Services -  
 Community Mental Health  
 Facility  
**Bid Type** Quote  
**Issue Date** 11/29/2012  
**Close Date** 12/6/2012 12:00:00 PM CST  
**Need by Date**

## Contact Information

**Address** Purchasing  
 440 S. 8th St.  
 Lincoln, NE 68508  
**Contact** Sharon R. Mulder Asst  
 Purchasing Agent  
 Purchasing  
**Department**  
**Building** Suite 200  
**Floor/Room**  
**Telephone** (402) 441-7428  
**Fax** (402) 441-6513  
**Email** smulder@lincoln.ne.gov

## Ship to Information

**Address** Community Mental  
 Health  
 2201 S. 17th St.  
 Lincoln, NE 68502  
**Contact**  
  
**Department**  
**Building**  
  
**Floor/Room**  
**Telephone** (402) 441-8625  
**Fax**  
**Email**

## Supplier Information

**Company** Mr Yards and More LLC  
**Address** 4010 W Irving Cir  
  
 Lincoln, NE 68521  
**Contact** Dennis Stephens  
**Department**  
**Building**  
**Floor/Room**  
**Telephone** 1 (402) 217-3160  
**Fax** 1 (000) 000-0000  
**Email** dstephens75@gmail.com  
**Submitted** 12/5/2012 7:13:30 PM CST  
**Total** \$1,705.00

Signature \_\_\_\_\_

## Supplier Notes

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## Bid Notes

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## Bid Activities

Date	Name	Description
12/3/2012 2:30:00 PM	Pre-Bid	Pre-Bid meeting located at 2201 S. 17th Street, Lincoln, NE (Community Mental Health Center)

## Bid Messages

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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	Contact	Name of person submitting this bid:	Dennis Stephens
5	Specifications	I acknowledge reading and understanding the specifications.	Yes
6	Renewal is an Option	Contract Extension Renewal is an option.	Yes
7	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
8	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 _____	A) yes B) No
9	References	In the event I have NOT performed any hauling contracts under the current company name for the City of Lincoln in the past three (3) years; I have included 3 references to the Supplier Response Attachment Section from companies or entities where I have performed similar work to that being bid within the last 12 months. Reference information shall include: Company Name, Address, Contact Name, Phone and Work Performed.	We are currently handling several contracts for the city
10	Electronic Signature	Please check here for your electronic signature.	Yes
11	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



**SPECIFICATIONS  
FOR  
LAWN MOWING AND MAINTENANCE  
OF THE  
LANCASTER COUNTY COMMUNITY MENTAL HEALTH FACILITY**

1. **SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**
  - 1.1 The Lancaster County, Community Mental Health Department desires to contract services for Turf Mowing Fertilization and Weed Control at 2201 S. 17<sup>th</sup> Street.
  - 1.2 The term of the agreement shall be for the one (1) year, with option to renew for three (3) additional one (1) year terms at the prices being bid.
  - 1.3 The mowing season will begin April 4, 2013 and run through November 3, 2013.
  - 1.4 All services shall be provided to the satisfaction of the County Property Management.
  - 1.5 Contractor shall submit monthly invoices to County Property Management at 920 "O" Street, Room 203; Lincoln, NE 68508 itemizing the services provided.
  - 1.6 Bidder shall submit bid documents and all supporting material via e-bid.
  - 1.7 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.
    - 1.7.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
  - 1.8 *A pre-bid meeting will be held on Monday, December 3, 2012 at 2:30 PM.*
    - 1.8.1 *Location: Community Mental Health Facility at 2201 S. 17<sup>th</sup> Street, Lincoln, NE.*
  
2. **MOWING AND TRIMMING REQUIREMENTS**
  - 2.1 All work shall be coordinated with the facility supervisor Fred Little or his designated representative, Ed Waegli.
  - 2.2 The period of time between mowing is intended to be weekly, but may vary during the mowing season due to weather conditions.
    - 2.2.1 Contractor shall contact the facility supervisor Fred Little or designee for mowing schedule adjustments during extended periods of inclement weather.
  - 2.3 Each mowing shall be performed between the hours of 7:00 am and 7:00 pm.
  - 2.4 All trash, & debris shall be picked up before each mowing on lawn and around facility.
  - 2.5 Mowing shall be coordinated so that turf height does not exceed 5 inches.
  - 2.6 Mowing height guidelines are as follows:
    - 2.6.1 Spring (April/June) and fall (September/October) seasons - 3 to 4 inches.
    - 2.6.2 Summer (July/August) season - 4 inches.
  - 2.7 All obstacles shall be string trimmed on the same day that mowing is performed.
    - 2.7.1 String Trimmed areas shall not exceed the established mowing height.
    - 2.7.2 Trimming shall be performed around trees, light posts, sign posts, curbs, and facility structures.
    - 2.7.3 Contractor shall take caution as not to damage the trunks of trees.
  - 2.8 Grass clippings shall be bagged and removed from property.
    - 2.8.1 No mulching required.
  - 2.9 Contractor shall do a spring and fall clean up of the area including removal of leaves and debris in the grassy area and on the drive area as this is a corner collection area for leaves and debris.
  - 2.10 Mowing on the west side of the building is only on the south side of the sidewalk

- to the alley, NW.
- 2.11 Mowing on the east side of the building, near the building itself is only an 6' - 8' ft. area; unless it has already been mowed.
  - 2.12 Curb mowing on 17<sup>th</sup> Street south to driveway.

3. **FERTILIZING AND WEED CONTROL**

- 3.1 Contractor shall complete work according to a schedule set by the Contractor to effectively control weeds and fertilize the grass as to ensure a lush green lawn throughout the year.
  - 3.1.1 You must specify the number of fertilizer and/or weed control treatments per year in the attribute section of the bid.
  - 3.1.2 Owner shall determine the effectiveness of the treatments being applied and may withhold payment if not satisfied with the appearance of grass at property location.
    - 3.1.2.1 In such cases the Owner and Contractor shall meet to discuss a plan of action to improve the service and appearance of lawn.
    - 3.1.2.2 If Contractor continues to fail in meeting expectations, the contract shall be terminated immediately and payment will be forfeited.
  - 3.1.3 Contractor is not responsible for condition of grass if Owner fails to properly maintain lawn beyond Contractors services.
- 3.2 Vendor shall notify Owner of the presence of bag worms or grubs at the location.
  - 3.2.1 Upon notification, the Owner may request services be provided to control such pests at the price indicated in the e-bid.
- 3.3 In the event that new grass has been seeded or other work is being performed at the location, Contractor shall contact Owner prior to providing service in order to avoid damaging new seed or affecting soil prior to seeding.

4. **ENVIRONMENTAL AND HAZARDOUS WASTE SAFETY**

- 4.1 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 waste.
- 4.2 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.
- 4.3 Contractor shall at all times comply with the local, state and federal environmental laws and regulations.
- 4.4 Contractor shall be solely responsible for any occurrence involving a chemical spill or other action that causes an adverse environmental impact.
- 4.5 Contractor shall immediately notify the Owners and all other proper authorities and promptly take all necessary actions to contain and cleanup any and all spills or other occurrences.

5. **QUALIFICATIONS OF BIDDERS, BIDDING PROCEDURE AND AWARD OF BID**

- 5.1 Contractor shall have a minimum of two (2) years experience in commercial property maintenance.
- 5.2 All equipment must be well maintained and in a good safe operating condition.
  - 5.2.1 Contractor shall provide all fuels, lubricants, maintenance and repairs for all equipment.
  - 5.2.2 A listing of (3) commercial references shall be attached to you supplier response section of the bid including company name, contact person, and phone number for past and current mowing contracts of similar size and capacity on your company letterhead.

- 5.2.3 A listing of equipment to be used in the performance of work in accordance with this agreement.
- 5.3 The City/County reserves the right to award the bid to the most responsive, responsible bidder for the Lancaster County Community Mental Health Department..
  - 5.3.1 Quality and capacity of equipment, experience of bidder and information received from references shall be considered in the award of bid.

**6. FUEL COST ESCALATION CLAUSE**

- 6.1 No request for a fuel adjustment may be requested for the first 3 months of the contract.
  - 6.1.1 Following the first three months of the contract, should the cost of fuel exceed a minimum of 20% of the cost of fuel on date the contract is executed, the Contractor may request a temporary fuel adjustment.
    - 6.1.1.1 The fuel price will be determined using the AAA Daily Fuel Gauge Report - Lincoln, NE Average Price.  
(www.fuelgaugereport.com)
    - 6.1.1.2 Such fuel adjustment shall be listed on the invoices submitted for payment as a separate line item.
    - 6.1.1.3 Failure to complete the invoice as required will result in the non-payment of fuel increase.
- 6.2 The Contractor agrees that it will, to the maximum extent possible, obtain fuel at the lowest price available to the Contractor.
  - 6.2.1 Contractor agrees to submit fuel cost documentation, including a copy of fuel receipts showing the exact cost per gallon, date of purchase and number of gallons purchased for the completion of services.
    - 6.2.1.1 Fuel receipts must correspond with the dates that mowing services were performed for the City/County.

**7. COMPENSATION**

- 7.1 The price submitted by the contractor for each service MUST be bid as indicated in the line items of the e-bid which shall include the cost of labor, materials and equipment to complete the job as requested.
- 7.2 Contractor shall notify Fred Little (432-8526) or designated representative of the Owner immediately following application of any fertilizer or chemical.
  - 7.2.1 Failure to notify Owner of every application may result in loss of payment for services.
  - 7.2.2 Payment for optional services shall be processed for payment upon receipt of statement and invoice from vendor.

**8. TERMINATION**

- 8.1 The City/County reserves the right to terminate this agreement for cause at any time during the term of the Agreement upon default of the Contractor in providing landscape maintenance services in accordance with the terms and conditions contained herein.
- 8.2 The City/County shall provide ten (10) days written notice to Contractor to correct any deficiencies prior to the termination of Agreement.
- 8.3 The City/County reserves the right to terminate this agreement in the event that the City/County does not appropriate sufficient funds for the continuation of the agreement into the succeeding fiscal year.