

CONTRACT DOCUMENTS

**LANCASTER COUNTY
NEBRASKA**

**Annual Service
Weed Abatement- Mowing for the County Weed Authority
Bid No. 19-123**

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

**LANCASTER COUNTY
CONTRACT TERMS**

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 County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "County".

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing Weed Abatement – Mowing for the County Weed Authority, Bid No. 19-123 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 estimated cost of products or services for County agencies shall not exceed \$10,000.00 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. Period of Performance. 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 to renew for three (3) additional one (1) year terms. year term.
8. Assignment. Contractor shall not assign its duties and responsibilities under this Contract without the express written permission of the County.
9. Notwithstanding anything contrary to the Contract Terms, the attached documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal/Supplier Response
 3. Special Provisions
 4. Specifications
 5. Insurance Requirements
 6. Certificate of Insurance and Endorsements
 7. Instructions to Bidders
 8. Notice to Bidders
 9. Sales Tax Exemption Form 13

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: lincoln.ne.gov - Keyword: Bid - Awarded or Closed bids.

This Contract contains the complete and entire Contract between the parties and may not be altered or amended except in writing executed, making specific references to this Contract, 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 upon completion of signatures on:

Vendor Signature Page
Lancaster County Signature Page

Vendor Signature Page

**CONTRACT
Annual Service
Weed Abatement – Mowing for the County Weed Authority
Bid No. 19-123
Lancaster County
Mr. Yards and More, LLC**

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, Lincoln, NE 68526
Address

By: 
Member

By: Dennis Stephens
Member

IF AN INDIVIDUAL:

Name

Address

Signature

Lancaster County Signature Page

**CONTRACT
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Lancaster County
Mr. Yards and More, LLC**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Sharon Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	smulder@lincoln.ne.gov	Contact	Sharon Mulder Asst Purchasing Agent	Contact
Phone	(402) 441-7428			
Fax	(402) 441-6513			
Bid Number	19-123	Department		Department
Title	Weed Abatement - Mowing for the County Weed Authority	Building	Suite 200	Building
Bid Type	Bid	Floor/Room		Floor/Room
Issue Date	4/10/2019 10:00 AM (CT)	Telephone	(402) 441-7428	Telephone
Close Date	4/24/2019 12:00:00 PM (CT)	Fax	(402) 441-6513	Fax
		Email	smulder@lincoln.ne.gov	Email

Supplier Information

Company	Mr Yards and More LLC (Dennis Stephens)
Address	8729 Remi Dr Lincoln, NE 68526
Contact	Dennis Stephens
Department	
Building	
Floor/Room	
Telephone	(402) 217-3160
Fax	(402) 483-0113
Email	dstephens75@gmail.com
Submitted	4/18/2019 01:52:58 PM (CT)
Total	\$587.50

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Dennis Stephens

Email Dstephens75@gmail.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

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 and Endorsements	<p>Vendor agrees to provide insurance coverage for each checked box on the Insurance Clause document in the Bid Attachments including the submission of the Certificate of ACORD and the applicable endorsements.</p> <p>Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.</p> <p>Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.</p>	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	Term Clause of Contract	<p>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.</p> <p>(a) Are your bid prices firm for the first one (1) year contract period. YES or NO _____</p> <p>(b) Are your bid prices subject to escalation/de-escalation YES or NO _____</p> <p>(c) If (b), state period for which prices will remain firm: through _____</p>	A=NO
6	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
7	Contact	Name of person submitting this bid:	Dennis Stephens
8	Minimum Charge	Minimum charge per job including any trip charges. If no, minimum, please indicate with a \$0.	45.00
9	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes

10 U.S. Citizenship Attestation

Is your company legally considered an Individual or Sole Proprietor: YES or NO YES

As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at:
<http://www.sos.ne.gov/business/notary/citizenforminfo.html>

All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.

If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.

11 Electronic Signature

Please check here for your electronic signature. Yes

Line Items

#	Qty	UOM	Description	Response
1	1	Hour	Standard Mowing Equipment - 84" Width	No Bid
Item Notes:				
Supplier Notes:				
Item Attributes: Please review the following and respond where necessary				
#	Name	Note	Response	
1	Equipment List	Please provide equipment using for this line.		
2	1	Hour	Standard Mowing Equipment - 72" Width	No Bid
Item Notes:				
Supplier Notes:				
Item Attributes: Please review the following and respond where necessary				
#	Name	Note	Response	
1	Equipment List	Please provide equipment using for this line.		
3	1	Hour	Standard Mowing Equipment - 60" Width	\$75
Item Notes:				
Supplier Notes:				
Item Attributes: Please review the following and respond where necessary				
#	Name	Note	Response	
1	Equipment List	Please provide equipment using for this line.	See equipment list	
4	1	Hour	Standard Mowing Equipment - 52" Width	\$70
Item Notes:				
Supplier Notes:				
Item Attributes: Please review the following and respond where necessary				
#	Name	Note	Response	
1	Equipment List	Please provide equipment using for this line.	See Equipment list	
5	1	Hour	Standard Mowing Equipment - 48" Width	\$62.5
Item Notes:				
Supplier Notes:				
Item Attributes: Please review the following and respond where necessary				
#	Name	Note	Response	
1	Equipment List	Please provide equipment using for this line.	See Equipment list	

6 1 Hour Standard Mowing Equipment - 36" Width \$55

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Equipment List	Please provide equipment using for this line.	See Equipment list

7 1 Hour Standard Mowing Equipment - 21" Width \$45

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Equipment List	Please provide equipment using for this line.	See Equipment list
2	Size of cut	Please indicate size of cut.	21"

8 1 Hour Gasoline Power Trimmer \$45

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Equipment List	Please provide equipment using for this line.	See Equipment list
2	Size of cut	Please indicate size of cut.	18"

9 1 Hour Gasoline Chainsaw \$55

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Equipment List	Please provide equipment using for this line.	See Equipment list
2	Size of cut	Please indicate size of cut.	18 or 24"

10 1 Hour Sickle Bar Mower No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Equipment List	Please provide equipment using for this line.	
2	Mowing Width	Please the mowing width with your sickle mower.	
3	Number of Acres	How many acres can be mowed in one (1) hour with this mower?	

11 1 Hour Boom Mower No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Equipment List	Please provide equipment using for this line.	
2	Mowing Width	Please indicate mowing width.	

12 1 Hour Hauling Equipment \$125

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Equipment List	Please provide equipment using for this line.	See Equipment list
2	Size of Equipment	Indicate size of equipment in cubic yards	See Equipment list

13 1 Hour Handwork - Includes digging, chopping or cutting \$55

Item Notes:

Supplier Notes:

Response Total: \$587.50

**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.

SPECIFICATIONS WEED ABATEMENT – 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, 2019 through April 30, 2020 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.
The Vendor shall include all costs associated with the labor, supervision, materials, supplies, equipment, permits and licenses required to perform the services requested in these Specifications and other bid documents.
- 1.4 Contract/s will be awarded to the lowest, responsible, responsive Vendor whose bid substantially meets all of the required specifications, duties, terms and conditions as defined in this request.
- 1.5 The Owners will execute a firm-fixed contract for the work to be performed under the terms of an awarded contract.
- 1.6 Vendor must submit their bid and all attachments via the City/County Ebid system.
 - 1.6.1 To submit a bid, Vendor must be registered with the City of Lincoln/Lancaster County Purchasing Dept.
 - 1.6.2 To register, go to the City of Lincoln website; lincoln.ne.gov
type bid in search box
click on “supplier registration”
follow instructions to completion.
- 1.7 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).
 - 1.7.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.7.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
 - 1.7.3 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 1.7.3.1 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 Three (3) business days of authorization to proceed issued by the Authority for weed abatement.
- 2.3 Contractor will be required to take photos of the property to be serviced prior to the work being done and immediately following the service provided.
 - 2.3.1 Minimize size of 4 x 6 Before and After photos shall be submitted with Invoice for payment.
- 2.4 All invoices 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

3. ENVIRONMENTAL AND HAZARDOUS WASTE SAFETY

- 3.1 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.

- 3.2 Contractor shall at all times comply with the local, state and federal environmental laws and regulations.

4. **COMPENSATION**

- 4.1 The price submitted by the bidder for Standard Mowing Equipment, Power Trimming, Chainsaw 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 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.
- 4.6.1 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.
Minimum size of 4 x 6 Before and After photos of service completed by Contractor.
- 4.6.2 Work performed at each job site shall be invoiced separately.

5. **VENDOR INSURANCE**

- 5.1 The awarded Vendor shall furnish the Owners with a Certificate of Insurance ACORD and associated endorsements in the kinds and minimum amounts as detailed in the attached "Insurance Requirements for all Contracts" at time of award.
- 5.2 All certificates of insurance and endorsements shall be filed with the Owners on the standard ACORD Certificate of Insurance form showing specific limits of insurance coverage required and showing Lancaster County as "Named Additional Insured" as pertains to these services.
- 5.3 **Vendors are strongly encouraged to send the insurance requirements and endorsement information to their Insurance Agent during the bid process in order to ensure contract execution within 10 days of award notice.**

INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION CONTRACTS

Insurance coverage on this Contract will be required for the entities selected below

City of Lincoln Lancaster County Public Building Commission

Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9.

This includes proof of coverage and waivers as required below.

All Vendors must comply with Sections 2-8.

THE REQUIREMENTS HEREIN APPLY TO CONTRACTS TO BE ISSUED BY THE CITY OF LINCOLN, LANCASTER COUNTY, AND THE LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION. **FOR PURPOSES OF CERTIFICATES, ENDORSEMENTS AND OTHER PROOF REQUIRED HEREIN, ONLY INCLUDE THE ENTITY ISSUING THE CONTRACT.**

FAILURE OF THE APPROPRIATE ENTITY (CITY, COUNTY, OR PUBLIC BUILDING COMMISSION) TO OBJECT TO THE FORM OF THE CERTIFICATE OR ENDORSEMENT OR TO DEMAND SUCH PROOF AS IS REQUIRED HEREIN SHALL NOT CONSTITUTE A WAIVER OF ANY OF THE INSURANCE REQUIREMENTS SET FORTH BELOW.

Insurance; Coverage Information

The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000 per occurrence or as may be approved by the City or County as appropriate. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.**

Certificates

The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the City or County (as appropriate) evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Contract.

1. Commercial General Liability

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

1.1 Additional Insured (Requires an Endorsement Form)

All Contractors shall provide an Additional Insured Endorsement form or other proof showing the City/County/PBC as additional insured for commercial general liability, auto liability and such other coverages as may be required by the City/County/PBC. The form or other proof shall be as is acceptable to the City/County Attorney.

1.2 Automobile Liability

The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

1.3 Garage Keepers / Garage Liability

The Contractor shall provide garage insurance, if required. Coverage shall include Garage Liability and Garage Keepers on a Direct Primary Basis, including Auto Physical Damage, with limits of not less than \$1,000,000 each accident Bodily Injury and Property Damage combined liability and Actual Cash Value auto physical damage. Coverage symbol(s) 30 and 21 shall be provided, where applicable.

1.4 Workers' Compensation; Employers' Liability

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the City or County. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

1.5 Builder's Risk Insurance

The Contractor shall purchase and maintain builder's risk property insurance for all sites upon which construction is occurring as provided by Contract and all storage sites where equipment, materials, and supplies of any kind purchased pursuant to the Contract are being held or stored unless the Contractor receives notice that the City/County/PBC has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. This coverage is required whenever the work under contract involves construction or repair of a building structure or bridge.

1.5.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights

The Contractor and its subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged. The Contractor or subcontractor shall provide proof of such waiver.

1.6 Pollution Liability

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by Contractor/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form.

1.7 Errors and Omissions; Professional Liability

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Contractor. This coverage is required whenever the Contractor or service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.

1.8 Railroad Contractual Liability Insurance

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide proof acceptable to the City or County that any exception for such work in the Contractor's commercial general liability policy has been removed or deleted.

1.8.1 Railroad Protective Liability

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City/County/PBC Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

1.9 Cyber Insurance

The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

2. **Cancellation Notice**

All Contractors shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation during the term of the Contract and during the period of any required continuing coverages. The Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

3. **Risk of Loss**

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

4. **Umbrella or Excess Liability**

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

5. **Minimum Scope of Insurance**

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

6. **Indemnification**

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss

or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

7. **Reservation of Rights**

The City/County/PBC reserves the right to require a higher limit of insurance or additional coverages when the City/County/PBC determines that a higher limit or additional coverage is required to protect the City/County/PBC or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

8. **Sovereign Immunity**

Nothing contained in this clause or other clauses of this Contract shall be construed to waive the Sovereign Immunity of the City/County/PBC.

9. **Further Contact**

For further information or questions concerning coverage or acceptable forms, Contractors may contact the Purchasing Division or the department that issued the bid or the request for proposal.

For general questions regarding Insurance Requirements, please contact Risk Management for the City or County.



(Yards-COI)

CERTIFICATE OF LIABILITY INSURANCE

MRYAR-1

OP ID: SCBE

DATE (MM/DD/YYYY)
05/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McCashland Kirby Ins Agency 8231 Northwoods Dr, Ste A Lincoln, NE 68505 DAVE KIRBY 402-466-2800	CONTACT NAME: DAVE KIRBY PHONE (A/C, No, Ext): 402-466-2800 FAX (A/C, No): 402-466-3229 E-MAIL ADDRESS:												
INSURER(S) AFFORDING COVERAGE													
INSURED Mr Yards and More LLC 8729 Remi Dr Lincoln, NE 68526	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER A : United Fire Group</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : United Fire Group	NAIC #	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER A : United Fire Group	NAIC #												
INSURER B :													
INSURER C :													
INSURER D :													
INSURER E :													
INSURER F :													

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		60489204	01/27/2019	01/27/2020	EACH OCCURRENCE \$ 1,000,000																								
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000																								
							MED EXP (Any one person) \$ 5,000																								
							PERSONAL & ADV INJURY \$ 1,000,000																								
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		60489204	01/27/2019	01/27/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000																								
							BODILY INJURY (Per person) \$																								
							BODILY INJURY (Per accident) \$																								
							PROPERTY DAMAGE (Per accident) \$																								
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			60489204	01/27/2019	01/27/2020	EACH OCCURRENCE \$ 3,000,000																								
							AGGREGATE \$ 3,000,000																								
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below	X		60489204	01/27/2019	01/27/2020	<table border="0" style="width: 100%; font-size: x-small;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%; text-align: center;">PER STATUTE</td> <td style="width: 15%; text-align: center;">OTH-ER</td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td></td> <td>\$</td> <td>500,000</td> <td></td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td></td> <td>\$</td> <td>500,000</td> <td></td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td></td> <td>\$</td> <td>500,000</td> <td></td> </tr> </table>		PER STATUTE	OTH-ER				E.L. EACH ACCIDENT			\$	500,000		E.L. DISEASE - EA EMPLOYEE			\$	500,000		E.L. DISEASE - POLICY LIMIT			\$	500,000	
	PER STATUTE	OTH-ER																													
E.L. EACH ACCIDENT			\$	500,000																											
E.L. DISEASE - EA EMPLOYEE			\$	500,000																											
E.L. DISEASE - POLICY LIMIT			\$	500,000																											
A	Property Section			60489204	01/27/2019	01/27/2020																									

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Lincoln and/or Lancaster County and/or City of Lincoln/ Lanacaster County Public Building Commission are listed as additionally insured on the General Liability and Auto Liability coverages as per forms CG7085 and CA7130.

CERTIFICATE HOLDER City of Lincoln and/or Lancaster County Public Building Commission 555 S. 10th St Lincoln, NE 68508	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Auto

0305

ADDISON INSURANCE COMPANY

PO Box 73909, Cedar Rapids, IA 52407

POLICY NUMBER: 60489204

ACCOUNT NUMBER: 3000310226 (2) COMMERCIAL AUTO

9-AGENCY BILL -

COMMERCIAL AUTO COVERAGE PART

ISSUE DATE 02-19-2019 JHO REPLACEMENT OF 0305 60489204 DECLARATIONS AMENDED 01/27/2019

INSURED
NAMED MR YARDS AND MORE LLC
AND
ADDRESS 8729 REMI DR
LINCOLN NE 68526-1028

AGENCY & CODE 050063
MCCASHLAND-KIRBY INS AGCY
8231 NORTHWOODS DR STE A
LINCOLN NE 68505

POLICY PERIOD: 12:01 A.M. Standard time FROM: 01-27-2019 TO: 01-27-2020
And for successive policy periods as stated below.

We will provide the insurance described in this policy in return for the premium and compliance with all applicable policy provisions. If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period, subject to our premiums, rules and forms then in effect. You must pay us prior to the end of the current policy period or else this policy will terminate after any statutorily required notices are mailed to you. An insufficient funds check is not considered payment.

BUSINESS DESCRIPTION: LAWN SERVICE
FORM OF BUSINESS: Individual Joint Venture Partnership Corporation Other LL COMPANY

ITEM TWO SCHEDULE OF COVERAGE AND COVERED AUTOS

This policy provides only those coverage where a charge is shown in the PREMIUM column below. Each of these coverages will apply only to those "autos" shown as COVERED AUTOS below.

COVERAGES	COVERED AUTO SYMBOLS	LIMIT OF INSURANCE	PREMIUM
COVERED AUTO LIABILITY	07	\$1,000,000	3,698
MEDICAL PAYMENTS	07	SEE SUPPLEMENTAL DECLARATIONS	276
UNINSURED MOTORISTS-BI ONLY (INCLUDING UNDERINSURED MOTORISTS)	07	\$1,000,000	430
COMPREHENSIVE	07	SEE SUPPLEMENTAL DECLARATIONS	649
COLLISION	07	SEE SUPPLEMENTAL DECLARATIONS	1,230
MISC. SCHEDULED COVERAGES		SEE SUPPLEMENTAL DECLARATIONS	200

Premium Charge Forms Advance Premium SEE UW7002

Other Forms SEE UW7002

AMEND REASON: ADD CA7130
PREMIUM FOR THIS COVERAGE PART \$ 6,483
Endorsement Adjustment Premium \$ 50 ADDL

This Declarations Page supersedes and replaces any preceding declarations page bearing the same policy number for this policy period. X (COUNTERSIGNED BY AUTHORIZED REPRESENTATIVE)

POLICY NUMBER: 60489204

SUPPLEMENTAL DECLARATIONS - ADDITIONAL INSUREDS

Schedule of Additional Insureds	Premium
ADDITIONAL INSURED OR INTEREST ENDORSEMENT	200
(CA7130) -NEBRASKA	
Name of Insured	Interest
GATEWAY ONE LENDING & FINANCE	07 JEEP #422850
PO BOX 1013	
ATWOOD CA 92811	
GATEWAY ONE LENDING & FINANCE	14 CHRYSLER #209582
PO BOX 1013	
ATWOOD CA 92811	
CITY OF LINCOLN LANCASTER COUNTY	
555 S 10TH ST	
LINCOLN NE 68508	
CITY OF LINCOLN LANCASTER COUNTY PUBLIC BUILDING COMMISSION	
555 S 10TH ST	
LINCOLN NE 68508	

POLICY NUMBER:

60489204

FORMS SUPPLEMENTAL DECLARATIONS

The following coverage form(s) govern coverage that is not limited to any specific state even though they are specifically listed in only one state in the declarations.

Other Forms

Applicable to the state of Nebraska

CA0001(10-13)	BUSINESS AUTO COVG FORM
CA0156(10-13)	NE-CHGS
CA0221(12-17)	NE-CHGS-CANCEL
CA0449(11-16)	PRIMARY & NONCONTRIBUTORY OTHER INSURANCE
CA2170(10-13)	NE-UM & UIM COVG
CA2345(11-16)	PUBLIC/LIVERY PASSENGER CONVEYANCE & ON DEMAND DEL
CA2394(10-13)	SILICA/SILICA-RELATED DUST EXCL FOR COVERED AUTOS
*CA7041(03-93)	COMM AUTO COVG PART
*CA7075(04-15)	COMM AUTO COVG PART VEHICLE CHG SUMMARY
*CA7116(01-07)	CA ADDITIONAL INSURED SUPPLEMENTAL DEC
CA7130(05-10)	ADDL INSURED/INTEREST END
CA9935(11-13)	NE-AUTO MED PAYMENTS COVG
CA9944(10-13)	LOSS PAYABLE CLAUSE
IL-0021(07-02)	NUCLEAR ENERGY LIAB EXCL
IL0017(11-98)	COMMON POLICY CONDITIONS
IL7009-(04-91)	AMENDATORY END PUNITIVE/EXEMPLARY DAMAGES EXCL
IL7068(01-10)	EXCL-LEAD-HAZARDOUS PROPERTIES
IL7069(01-10)	EXCL-UNDERGROUND STORAGE TANKS
IL7070(09-12)	ABSOLUTE ASBESTOS EXCL
IL7083(08-10)	PAYMENT OF LOSSES
MCS90(04-14)	END FOR MOTOR CARRIER POLICIES OF INSURANCE
*ST1017BAP(12-91)	COMM AUTO COVG PART BUSINESS AUTO COVG FORM
ST1166CA(06-16)	NE-NOTICE UM/UIM COVG
ST1644-(01-12)	POLICY WEBSITE STUFFER
ST1882(06-16)	NOTICE-LOCATION & PREMISES CLARIFICATION
ST1915(11-16)	ADVISORY NOTICE TO POLICYHOLDERS
*UW7002(04-96)	FORMS SUPPLEMENTAL DECS

GL

0305

ADDISON INSURANCE COMPANY
PO Box 73909, Cedar Rapids, IA 52407

POLICY NUMBER: 60489204

ACCOUNT NUMBER: 3000310226 (2) COMMERCIAL GENERAL LIABILITY
9-AGENCY BILL - COMMERCIAL GENERAL LIABILITY COVERAGE PART

ISSUE DATE 12-30-2018	JHO REPLACEMENT OF 0305	60489204	DECLARATIONS RENEWAL EXTENSION
NAMED MR YARDS AND MORE LLC INSURED AND ADDRESS 8729 REMI DR LINCOLN NE 68526-1028		AGENCY & CODE 050063 MCCASHLAND-KIRBY INS AGCY 8231 NORTHWOODS DR STE A LINCOLN NE 68505	

POLICY 12:01 A.M. Standard time PERIOD: at your mailing address shown above.	FROM: 01-27-2019 TO: 01-27-2020	And for successive policy periods as stated below.
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We will provide the insurance described in this policy in return for the premium and compliance with all applicable policy provisions. If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period, subject to our premiums, rules and forms then in effect. You must pay us prior to the end of the current policy period or else this policy will terminate after any statutorily required notices are mailed to you. An insufficient funds check is not considered payment.

LIMITS OF INSURANCE	
GENERAL AGGREGATE LIMIT (Other than Products-Completed Operations)	\$ 2,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000
PERSONAL AND ADVERTISING INJURY LIMIT (Any one person or organization)	\$ 1,000,000
EACH OCCURRENCE LIMIT	\$ 1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT (Any one premises)	\$ 100,000
MEDICAL EXPENSE LIMIT (Any one person)	\$ 5,000

RETROACTIVE DATE (CG 00 02 Only) Coverage A of this insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown here. (enter date or "None" if no Retroactive Date applies)
NONE

BUSINESS DESCRIPTION LAWN SERVICE
FORM OF BUSINESS: Individual Joint Venture Partnership Corporation Other LL COMPANY

Classifications and Locations of All Premises You Own, Rent or Occupy	Codes	Premium Basis	Rates		Advance Premiums	
			Pr/CO	All Other	Pr/CO	All Other
NE LOC# 01 9520 N 1ST ST LINCOLN, NE 68531-8923 LANDSCAPE GARDENING INCL PR/CO 97047P)		85,000	INCL	5.522	INCL	469
\$ 500 PER CLAIM PROPERTY DAMAGE DEDUCTIBLE APPLIES						
ULTRA LIABILITY PLUS ENDORSEMENT CONTINUED ON CG7004						300

PREMIUM BASIS DEFINITIONS	a) Area per 1000 sq ft	c) Total Cost per \$1000	g) Gallons per 1000	m) Admissions per 1000	p) Payroll per \$1000	s) Gross Sales per \$1000	t) Defined Above	u) Units per unit
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Premium Charge Forms	Advance Premium	Premium Charge Forms	Advance Premium
SEE UW7002			

Other Forms SEE UW7002

Amend Reason

PREMIUM FOR THIS COVERAGE PART \$ 923
Endorsement Adjustment Premium \$

This Declarations Page supersedes and replaces any preceding declarations page bearing the same policy number for this policy period. (COUNTERSIGNED BY AUTHORIZED REPRESENTATIVE)

CG 70 01 02 05

0305

01-27-2019

POLICY NUMBER: 60489204

COMMERCIAL GENERAL LIABILITY SUPPLEMENTAL DECLARATIONS

Classifications and Locations of All Premises You Own, Rent or Occupy	Codes	Premium Basis	Rates		Advance Premiums	
			Pr/CO	All Other	Pr/CO	All Other
INTERNET SECURITY & PRIVACY See UW1792 for Coverage Information						86
Certified Acts of Terrorism Coverage						18

POLICY NUMBER:

60489204

FORMS SUPPLEMENTAL DECLARATIONS

The following coverage form(s) govern coverage that is not limited to any specific state even though they are specifically listed in only one state in the declarations.

Other Forms

Applicable to the state of Nebraska

CG0001(04-13) COMM GENERAL LIAB COVG FORM
 CG2106(05-14) EXCL-ACCESS/DISCLOSURE OF CONFIDENTIAL/PERSONAL
 CG2147(12-07) EMPLOYMENT-RELATED PRACTICES EXCL
 CG2150(04-13) AMENDMENT OF LIQUOR LIAB EXCLUSION
 CG2155-(09-99) TOTAL POLLUTION EXCL W/A HOSTILE FIRE EXCEPTION
 CG2167(12-04) FUNGI/BACTERIA EXCL
 CG2170(01-15) CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
 CG2187(01-15) CONDITIONAL EXCL OF TERRORISM
 CG2196(03-05) SILICA/SILICA-RELATED DUST EXCL
 *CG7001(02-05) COMMERCIAL GENERAL LIABILITY COVERAGE PART
 *CG7004(02-05) COMM GENERAL LIABILITY SUPPLEMENTAL DECLARATIONS
 CG7085(02-15) ADDL INSURED-OWNER/LESSEE/CONTRACTOR-SCHEDULED
 CG7103(07-17) ULTRA LIAB PLUS END
 CG7125(02-12) PROPERTY DAMAGE DEDUCTIBLE LIABILITY INSURANCE
 *CG7154(01-07) COMM GENERAL LIAB SUPPLEMENTAL DECS-ADDL INSUREDS
 CG7155(01-07) ABUSE/MOLESTATION EXCL
 IL-0021(07-02) NUCLEAR ENERGY LIAB EXCL END
 IL0017(11-98) COMMON POLICY CONDITIONS
 *IL0259(12-17) NE-CHGS CANCEL & NONRENEW
 IL7009-(04-91) AMENDATORY END PUNITIVE/EXEMPLARY DAMAGES EXCL
 IL7068(01-10) EXCL-LEAD-HAZARDOUS PROPERTIES
 IL7069(01-10) EXCL-UNDERGROUND STORAGE TANKS
 IL7070(09-12) ABSOLUTE ASBESTOS EXCL
 IL7095(01-14) INTERNET SECURITY & PRIVACY INS END
 IL7105(10-14) PRIMARY & NONCONTRIBUTORY-OTHER INSURANCE CONDITIO
 *ST1644-(01-12) POLICY WEBSITE STUFFER
 *ST1813(10-15) IMPORTANT NOTICE-INTERNET SECURITY & PRIVACY
 *ST1882(06-16) NOTICE-LOCATION & PREMISES CLARIFICATION

POLICY NUMBER: 60489204

COMMERCIAL GENERAL LIABILITY SUPPLEMENTAL DECLARATIONS - ADDITIONAL INSUREDS

Schedule of Additional Insureds	Premium
OWNERS, LESSEES OR CONTRACTORS SCHEDULED PERSON	50
CG7085 -NEBRASKA	
Owners, Lessees or Contractors CITY OF LINCOLN &/OR LANCASTER COUNTY, PUBLIC BLDG COMMISSION	Location of Covered Operation 555 S 10TH ST LINCOLN NE 68508

Dec page

CG 70 85 02 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS- SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations

Information required to complete this Schedule, if not shown above, will be shown on the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person(s) or organization(s) directly arising out of:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an insured under this endorsement ends when your operations for that insured at that location are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WC

0305

ADDISON INSURANCE COMPANY
PO Box 73909, Cedar Rapids, IA 52407

POLICY NUMBER: 60489204

ACCOUNT NUMBER: 3000310226 (2) WORKERS COMPENSATION
9-AGENCY BILL -

WORKERS COMPENSATION COVERAGE PART

ISSUE DATE	12-30-2018	JHO REPLACEMENT OF	0305	60489204	DECLARATIONS	RENEWAL	EXTENSION
1. NAMED	MR YARDS AND MORE LLC			AGENCY & CODE	050063		
INSURED				MCCASHLAND-KIRBY INS AGCY			
AND				8231 NORTHWOODS DR STE A			
ADDRESS	8729 REMI DR			LINCOLN NE			68505
	LINCOLN		NE 68526-1028				

2. POLICY PERIOD: 12:01 A.M. Standard time FROM: 01-27-2019 TO: 01-27-2020
And for successive policy periods as stated below.

We will provide the insurance described in this policy in return for the premium and compliance with all applicable policy provisions. If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period, subject to our premiums, rules and forms then in effect. You must pay us prior to the end of the current policy period or else this policy will terminate after any statutorily required notices are mailed to you. An insufficient funds check is not considered payment.

INFORMATION PAGE

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: 27-2353895

INTRASTATE RISK IDENTIFICATION NUMBER: 26-0372300

THE INSURED IS A LIMITED LIABILITY COMPANY

- 3A. WORKERS COMPENSATION INSURANCE: PART ONE OF THE POLICY APPLIES TO THE WORKERS COMPENSATION LAW OF THE STATES LISTED HERE: NEBRASKA
- 3B. EMPLOYERS LIABILITY INSURANCE: PART TWO OF THE POLICY APPLIES TO WORK IN EACH STATE LISTED IN ITEM 3A.
THE LIMITS OF OUR LIABILITY UNDER PART TWO ARE:

BODILY INJURY BY ACCIDENT	\$	500,000	EACH ACCIDENT
BODILY INJURY BY DISEASE	\$	500,000	POLICY LIMIT
BODILY INJURY BY DISEASE	\$	500,000	EACH EMPLOYEE
- 3C. OTHER STATES INSURANCE: PART THREE OF THE POLICY APPLIES TO ALL STATES EXCEPT ARIZONA, CONNECTICUT, DELAWARE, FLORIDA, GEORGIA, HAWAII, IDAHO, MAINE, MASSACHUSETTS, NEW HAMPSHIRE, NORTH CAROLINA, NORTH DAKOTA, OHIO, RHODE ISLAND, VERMONT, VIRGINIA, WASHINGTON, WEST VIRGINIA, WYOMING, AND STATES DESIGNATED IN ITEM 3A, AND PUERTO RICO.

CONTINUED ON WC-2S

3D. Premium Charge Forms	Advance Premium	Premium Charge Forms	Advance Premium
	SEE UW7002		

3D. Other Forms SEE UW7002

AMEND REASON:

PREMIUM FOR THIS COVERAGE PART \$ 4,844
Endorsement Adjustment Premium \$

This Declarations Page supersedes and replaces any preceding declarations page bearing the same policy number for this policy period.

X _____
(COUNTERSIGNED BY AUTHORIZED REPRESENTATIVE)

POLICY NUMBER:

60489204

WORKERS COMPENSATION AND EMPLOYERS LIABILITY SUPPLEMENTAL DECLARATIONS

	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
CONTINUED			
4. THE PREMIUM FOR THIS POLICY WILL BE DETERMINED BY OUR MANUALS OF RULES, CLASSIFICATIONS, RATES AND RATING PLANS. ALL INFORMATION REQUIRED BELOW IS SUBJECT TO VERIFICATION AND CHANGE BY AUDIT.			
Form WC000313 applies to: CITY OF LINCOLN &/OR LANCASTER COUNTY			
NE LOC# 01 9520 N 1ST ST LINCOLN, NE 68531-8923			
0042 LAWN MAINTENANCE-COMMERCIAL OR DOMESTIC & DRIVERS	53,281	8.800	4,689
NE LOC# 01 DEPT# 01 CITY OF LINCOLN &/OR LANCASTER ✓ 9520 N 1ST ST LINCOLN, NE 68531-8923			
0042 LAWN MAINTENANCE-COMMERCIAL OR DOMESTIC & DRIVERS	IF ANY	8.800	0
0930 ADDITIONAL PREMIUM- WAIVER OF SUBROGATION			100
NE. - 9807 EMPLOYERS LIABILITY INCREASED LIMITS		.008	38
NE - 9848 BALANCE TO MIN PREM-EMP LIAB INCR LIM			37
NE - 9898 EXPERIENCE MODIFICATION		.960	-195
NE - 9740 TERRORISM		.010	5
NE - 9741 CATASTROPHE OTHER THAN TERRORISM		.018	10
NE - 0900 EXPENSE CONSTANT			160
NE - MINIMUM PREMIUM	\$750		

POLICY NUMBER:

60489204

FORMS SUPPLEMENTAL DECLARATIONS

The following coverage form(s) govern coverage that is not limited to any specific state even though they are specifically listed in only one state in the declarations.

Other Forms

Applicable to the state of Nebraska

ST1025WC(04-92)	WORK COMP & EMPLOYERS LIAB INSURANCE POLICY
*ST1034WC(05-07)	A FEW MINUTES NOW CAN SAVE YOU MONEY
*ST1644(01-12)	POLICY WEBSITE STUFFER
*UW1590(05-17)	WORK COMP-PREMIUM CREDIT APPLICATION
WC000000C(01-15)	WORK COMP & EMPLOYERS LIAB INS POLICY
WC000313(04-84)	WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS END
*WC000414(07-90)	NOTIFICATION OF CHG IN OWNERSHIP END
WC000419(01-01)	PREMIUM DUE DATE END
WC000421D(01-15)	CATASTROPHE (OTHER THAN TERRORISM) PREMIUM END
WC000422B(01-15)	TERRORISM RISK INS PROGRAM REAUTHORIZATION ACT
WC000424(01-17)	AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT
*WC000425(05-17)	EXPERIENCE RATING MOD FACTOR REVISION END
*WC2(05-95)	WORK COMP DEC
*WC2S(01-95)	WORK COMP SUPPLEMENTAL DEC
WC260402(01-95)	NE-CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT
WC260403(05-17)	NE-EXPERIENCE RATING MOD FACTOR REVISION END
WC260601C(07-96)	NE-CANCEL & NONRENEW END

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on _____ at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. _____ of the _____
(NAME OF INSURANCE COMPANY)

issued to

Premium \$ _____

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

INSTRUCTIONS TO BIDDERS

LANCASTER COUNTY, NEBRASKA

PURCHASING DIVISION

E-Bid

1. **BIDDING PROCEDURE**

- 1.1 Sealed bid, (formal and informal), subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing Lancaster County, hereinafter referred to as "County", the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.

2. **BID SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or Bidder's bond, may be required to be submitted with this bid document, as indicated on the bid.
 - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing office at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.
 - 2.1.2 If bid security is not received in the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the County.
 - 2.4.2 For all other contracts: upon approval by the County of the executed contract and bonds.
- 2.5 County shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the County as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this bidding document:
 - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the County, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this bidding document.

3. **BIDDER'S REPRESENTATION**

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the bidding documents, the bid attributes, the bid attachments, and the bid has been submitted in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. **INDEPENDENT PRICE DETERMINATION**

- 4.1 By submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

5. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 5.1 Bidders shall promptly notify the Purchasing Agent or designee of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.
- 5.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids shall make a written request which must reach the Purchasing Agent or designee at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 5.3 Changes made to the bidding documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 5.4 Oral interpretations or changes to the bidding documents made in any manner other than written form, will not be binding on the County; and Bidders shall not rely upon such interpretations or changes.

6. ADDENDA

- 6.1 Addenda are instruments issued by the County prior to the date for receipt of bids which modify or interpret the bidding document by addition, deletion, clarification or correction.
- 6.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 6.3 No formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the advertised date and the contract award, Bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County staff except in the course of County-sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.

8. BRAND NAMES

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the County that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the E-Bid form. Bidders MUST attach to its bid documents in the Vendor Attachment Section of the E-Bid, a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances and explain by item number from the bidding document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the County's bidding documents.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the County.
- 9.2 Such demonstration can be at the County delivery location or a surrounding community.
- 9.3 If items are small and mailable, and the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the County of acceptable goods. The Bidder must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 10.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. to the County at the location specified by the County, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Lancaster County employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items meet specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid:
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the County, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this bid shall remain the property of the Bidder until:
 - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the County; and
 - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted bid.
- 12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, the County reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Lancaster County, Nebraska, as required by the bidding documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsive, responsible Bidder whose bid will be most advantageous to the County, and as the County deems will best serve the requirements and interests of the County.
- 13.5 The County reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the County.
- 13.6 In order to determine if the Bidder has the experience, qualification, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the County. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The County reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The Bidder shall indemnify and hold harmless, to the fullest extent allowed by law, the County, its agents, officers, employees and representatives from and against all claims, demands, suits, actions, payments, liability, judgements and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, civil rights liability, or injury to or destruction of tangible property, including the loss of use resulting therefrom, and that are caused in whole or in part by the Bidder, its employees, agents, any subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the County for any losses, claims, damages and expenses arising out of or resulting from the sole negligence of the County, its agents, employees, or representatives.
- 14.2 In any and all claims against the County or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

- 15.1 Unless stated otherwise, the County will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

- 16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this bid and any contract reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 16.3 The Bidder agrees to hold the County harmless from any claims resulting from the Bidder's unlawful disclosure or use of private or confidential information.

17. EQUIPMENT TAX ASSESSMENT

- 17.1 Any bid for public improvement shall comply with Nebraska Revised Statutes 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state, stating that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

- 18.1 Each Bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 18.2 The successful Bidder will be required to comply with the provisions of the County's Affirmative Action Policy.
- 18.3 The Equal Opportunity Officer will determine compliance or non-compliance with the County's Affirmative Action Policy upon a complete and substantial review of successful Bidder's equal opportunity policies, procedures and practices.
- 18.4 The County provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

19. INSURANCE

- 19.1 All Bidders shall take special notice of the insurance provisions required for all County contracts (see *Insurance Clause for All County Contracts*).

20. EXECUTION OF CONTRACT

- 20.1 Depending on the type of service provided, one of the following methods will be employed. The method applicable to this contract will be checked below:
 - a. **PURCHASE ORDER**, unless otherwise noted.
 - 1. This contract shall consist of a Lancaster County Purchase Order.
 - 2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.
 - b. **CONTRACT**, unless otherwise noted.
 - 1. County will furnish of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
 - 2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
 - 3. The County will sign and date the Contract and submit the Contract to the County Board of Commissioners for approval and signature.
 - 4. Upon approval and signature, the County will return one copy to the successful Bidder.

21. TAXES AND TAX EXEMPTION CERTIFICATE

- 21.1 The County is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.

22. E-VERIFY

- 22.1 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. For information on the E-Verify Program, go to www.uscis.gov/everify.

Advertise 2 times
Wednesday, April 10, 2019
Wednesday, April 17, 2019

City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska BY ELECTRONIC BID PROCESS until: **12:00 pm, Wednesday, April 24, 2019** for providing the following:

Weed Abatement – Mowing
for the County Weed Authority
Bid No. 19-123

Bidders must be registered on the City/County's E-Bid site in order to respond to the above Bid. To register go to: lincoln.ne.gov (type: e-bid - in search box, then click "Supplier Registration").

Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-8103 or purchasing@lincoln.ne.gov.