

EXHIBIT
"A"

**CITY OF ROUND ROCK AGREEMENT FOR
PURCHASE OF GROUNDS MAINTENANCE SERVICES WITH
ESTRADA LANDSCAPE SERVICES**

THE STATE OF TEXAS	§	
	§	
CITY OF ROUND ROCK	§	KNOW ALL BY THESE PRESENTS:
	§	
COUNTY OF WILLIAMSON	§	
COUNTY OF TRAVIS	§	

THAT THIS AGREEMENT for grounds maintenance services on City's rights-of-way, drainage/retention/detention areas, and parkland, and for related goods and services (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of _____, 2015 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and ESTRADA LANDSCAPE, whose offices are located at 4506 South Congress Avenue (referred to herein as the "Services Provider").

RECITALS:

WHEREAS, City desires to purchase grounds maintenance services, and City desires to procure same from Services Provider; and

WHEREAS, City has issued its "Invitation for Bid" for the provision of said goods and services, and City has selected the bid submitted by Services Provider; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Services Provider whereby City is obligated to buy specified services and Services Provider is obligated to sell same. The Agreement includes the following: (a) City's Invitation for Bid designated Solicitation Number 15-024, Class/Item: 988-36/988-75 dated April 2015 ("IFB"); (b) Services Provider's Response to IFB; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Services Provider's Response to IFB;
- (3) City's Invitation for Bids, exhibits, and attachments.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.

2.01 EFFECTIVE DATE, TERM, ALLOWABLE RENEWALS, PRICES FIRM

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.

B. The term of this Agreement shall be for thirty-six (36) months from the effective date hereof. After that term, this Agreement may be renewed for two (2) successive twelve-month periods, under the same terms and conditions, only upon the express written agreement of both parties, and only provided that the Services Provider has performed each and every contractual obligation specified in this Agreement.

C. Prices shall be firm for the duration of this Agreement and for any renewal periods. No separate line item charges shall be permitted for invoicing purposes, including but not limited to equipment rental, demurrage, costs associated with obtaining permits, or any other extraneous charges.

D. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Services Provider to supply the services as outlined in the IFB; and Response to IFB submitted by Services Provider, all as specified in Exhibit "A." The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the IFB and as offered by Services Provider in its Response to the IFB.

The services which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.01 ITEMS AWARDED; AND SCOPE OF WORK

Items Awarded. All bid items in Exhibit "A" are awarded to Services Provider.

Scope of Work: For purposes of this Agreement, City has issued documents delineating the required services (specifically IFB 15-024, Class/Item: 988-36/988-75 dated April 2015). Services Provider has issued its response agreeing to provide all such required services in all specified particulars. All such referenced documents are included in Exhibit "A" attached hereto and made a part hereof for all purposes. When taken together with the appended exhibits, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

Services Provider shall satisfactorily provide all services described under the attached exhibits within the contract term specified in Section 2.01. Services Provider's undertakings shall be limited to performing services for City and/or advising City concerning those matters on which Services Provider has been specifically engaged. Services Provider shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 COSTS

In consideration for the grounds maintenance services to be performed by Services Provider, City agrees to pay Services Provider the amounts set forth in pages seventeen (17) and eighteen (18) ("Bid Form") of the attached Exhibit "A."

6.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Services Provider;
- B. Purchase Order Number;

- C. Description and quantity of items received or services provided; and
- D. Delivery or performance dates.

7.01 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City's bid, with the consent and agreement of the successful service provider(s) and the City. Such agreement shall be conclusively inferred for the services provider from lack of exception to this clause in the service provider's response. However, all parties hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

8.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may effect such termination by giving Services Provider a written notice of termination at the end of its then current fiscal year.

9.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Services Provider will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Services Provider may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Services Provider, a contractor, subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or

- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Services Provider and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

10.01 GRATUITIES AND BRIBES

City may, by written notice to Services Provider, cancel this Agreement without liability to Services Provider if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Services Provider or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Services Provider may be subject to penalties stated in Title 8 of the Texas Penal Code.

11.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Services Provider's charges.

12.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

If Services Provider cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers.

13.01 INSURANCE

Services Provider shall meet all insurance requirements as stated in the attached IFB, including all attachments and exhibits thereto, and Services Provider's bid response.

14.01 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Mike Ackerman
Project Manager
City of Round Rock
212 Commerce Cove
Round Rock, Texas 78664
512-341-3304
mackerman@roundrocktexas.gov

15.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

16.01 DEFAULT

If Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Services Provider agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Services Provider shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

17.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Services Provider.

B. In the event of any default by Services Provider, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Services Provider.

C. Services Provider has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Services Provider, Services Provider shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Services Provider shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Services Provider that portion of the charges, if undisputed. The parties agree that Services Provider is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

18.01 INDEMNIFICATION

Services Provider shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Services Provider, or Services Provider's agents, employees or subcontractors, in the performance of Services Provider's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Services Provider (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

19.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

Services Provider, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

20.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

21.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement;
or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Services Provider:

Estrada Landscape
4506 South Congress Avenue
Austin, Texas 78745

Notice to City:

Laurie Hadley, City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

Stephan L. Sheets, City Attorney
309 East Main Street
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Services Provider.

22.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

23.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Services Provider and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

24.01 DISPUTE RESOLUTION

City and Services Provider hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

25.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

26.01 MISCELLANEOUS PROVISIONS

Standard of Care. Services Provider represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Services Provider understands and agrees that time is of the essence and that any failure of Services Provider to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Services Provider shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Services Provider's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Services Provider shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Services Provider have executed this Agreement on the dates indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____


Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Estrada Landscape

By:  _____
Printed Name: Margarito Estrada
Title: owner
Date Signed: July 29/2015





City of Round Rock, Texas
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

INVITATION FOR BID (IFB)

GROUNDS MAINTENANCE SERVICES

SOLICITATION NO. 15-024

APRIL 2015

EXHIBIT "A"

City of Round Rock
Grounds Maintenance Services
IFB No. 15-024
Class/Item: 988-36 / 988-75
April 2015

**CITY OF ROUND ROCK
INVITATION FOR BID
GROUNDS MAINTENANCE SERVICES**

PART I

GENERAL

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks quotes to establish a multiple year contract from a qualified person, firm or corporation, herein after "Respondent" experienced in grounds maintenance services to provide full, turnkey services inclusive of necessary equipment and labor to maintain City right-of-ways and drainage/retentions on City properties, herein after "Services".
2. **BACKGROUND:** Vendor shall provide Services to include, but not be limited to, mowing, edging and trimming, raking, removing and disposing of litter as needed within the specified time period(s) through the term of the contract. City park properties shall be clearly identified within this solicitation and herein referred to as "Quadrant Areas". Quadrant areas are identified on pages 19 – 25.
3. **ATTACHMENTS:** Attachment A through G, are herein made part of this invitation for bid:
 - 3.1 **Attachment A:** Bid Sheet
 - 3.2 **Attachment B:** Bidders Questionnaire
 - 3.3 **Attachment C:** Reference Sheet
 - 3.4 **Attachment D:** "Notice-to-Proceed" - Example
 - 3.5 **Attachment E:** "Work Summary" - Example
 - 3.6 **Attachment F:** "Mowing Schedule" - Example
 - 3.7 **Attachment G:** Addendum Acknowledgment Form
4. **CLARIFICATION:** For questions or clarification of specifications, you may contact:

Mike Schurwon, CPPB, CTPM
Purchaser
Purchasing Department
City of Round Rock
E-mail: mschurwon@roundrocktexas.gov

The individual listed above may be contacted by e-mail for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.
5. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - 5.1. Be firms, corporations, individuals or partnerships normally engaged in providing grounds maintenance services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;

- 5.2. Provide all labor, supplies and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all mowing equipment and tools Respondent deems necessary to provide grounds maintenance services. The City shall not be responsible for any Respondent's mowing equipment, tools, or materials lost or damaged during the performance of the services specified herein;
- 5.3. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this procurement process;
6. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in grounds maintenance services.
7. **DAMAGE:** The Respondent shall be responsible for damage to the City's equipment and / or property, the workplace and its contents by its work, negligence in work, its personnel and equipment usage.
8. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules and regulations. The Respondent shall:
 - 8.1. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules and regulations in the performance of these services;
 - 8.2. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern;
 - 8.3. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Respondents' obligations under this paragraph.
9. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds and risk management. No separate line item charges shall be permitted for either response or invoice purposes.
10. **PRICE INCREASE:** Contract prices for grounds maintenance services shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered at renewal time each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 25% of the contract price.
 - 10.1. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi/>.

City of Round Rock
Grounds Maintenance Services
IFB No. 15-024
Class/Item: 988-36 / 988-75
April 2015

10.2. Procedure to Request Increase:

10.2.1. Mail the written price increase request with the rate detail comparison and comprehensive calculation to the designated City Contract Specialist a minimum of 45 days prior to each renewal period. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:

**City of Round Rock
Purchasing Department
Attn: Contract Specialist
221 East Main Street
Round Rock, TX 79664-5299**

10.2.2. Upon receipt of the request, the City reserves the right to: either accept the escalation and make change to the purchase order within 30 days of the request negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.

11. AGREEMENT TERM: The terms of the awarded agreement shall include but not be limited to the following:

11.1 The term of the initial Agreement shall begin from date of award and shall remain in full force for thirty six (36) months.

11.2 The agreement may be renewed for two (2) additional twelve (12) month, provided both parties agree in writing prior to the expiration of the current term.

11.3 The City reserves the right to review the awarded respondents' performance anytime during the contract term.

11.4 If the awarded respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the respondent of the deficiencies and the respondent shall have thirty (30) days to correct such deficiencies. If the respondent fails to correct the deficiencies with the thirty (30) days, the City may terminate the agreement by giving the respondent written notice of termination and the reason for the termination.

12. ACCEPTANCE/INSPECTION: Acceptance inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City, the site shall be re-cleaned at no additional cost to the City. The City designated representative shall determine if the entire site is to be re-cleaned, or portions thereof. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere and the vendor may be charged liquidated damages.

13. GROUND MAINTENANCE DEFINITIONS:

13.1 Vegetation shall refer to plant life and/or material.

13.2 Quadrant shall refer to geographic area(s) of the City designated to receive specified grounds maintenance services. This area includes medians, rights-of-way drainage/retentions and parks.

13.3 Maintenance Schedule shall mean the time periods established for the service.

- 13.4 Maintenance Cycle shall refer to each time period in the maintenance schedule for the service year. A beginning and ending date, in which all prescribed maintenance activities for each quadrant shall be completed, define each time period.
- 13.5 **A typical cycle for:**
- 13.5.1 Medians and Right of Ways is 14 calendar days.
- 13.5.2 Drainage/retention areas and parklands is 30 calendar days.
- 13.6 Inspector shall mean the City's authorized designee, who shall monitor the Contractor's progress within the Quadrant Area he is assigned. The inspector shall have no duty to inspect, but may inspect at his discretion.
- 13.7 Inclement Weather shall mean wet or rainy weather when the condition of the soil is such that the rutting of property will not allow cutting of grass to be accomplished satisfactorily. This determination shall be made at the sole discretion of the City.
- 13.8 Production Rate - Shall refer to the acreage to be maintained per day. The production rate shall be calculated in the following manner:
- ACREAGE IDENTIFIED TO BE MAINTAINED**
- NUMBER OF DAYS REMAINING IN CYCLE = PRODUCTION RATE**
- For the purpose of this Contract the minimum production rate shall be 10 acres per day.**
- 13.9 Trash and Litter - Shall mean any debris within the Quadrant Area such as paper, cans, bottles, limbs four (4") inches diameter or smaller, trash bags, rocks, etc., which is not intended to be present as part of the landscape. The Quadrant Area includes **streets, sidewalks, curbs, catch basins, gutters, hillsides, ditches, etc.** Removal of debris shall require sweeping or blowing off of hard surfaces such as sidewalks and concrete noses of medians.
- 13.10 Litter Removal Cycle - Shall mean the removal of trash and litter from the assigned Quadrant Areas as determined by the City's Inspector. The issuance of a work order for litter removal only does not require mowing, trimming, edging, etc.
- 13.11 Trimming - Shall refer to the cutting or removal of vegetation immediately adjacent to or under Quadrant Area structures, poles, trees, signs, fences, planting beds, etc. Trimming may be accomplished by manual or chemical means. Also, includes removal of vegetation from expansion joints and any other cracks in curbs, sidewalks (both sides), driveways and any other concrete surface within the median or rights of way.
- 13.12 Chemical Trimming shall refer to the use of herbicide (such as Roundup and/or approved equal containing a pre-emergent such as Oust or an approved equal) as an alternative to the physical removal or cutting of plant material from areas to be trimmed.
- 13.13 Edging - Shall refer to the vertical removal of any and all plant material, which encroaches over or onto sidewalks (both sides), curbs, steps, driveways, and pavements. Edge cut shall remove vegetation from concrete surfaces.
- 13.14 Scalping - Shall refer to any action resulting in the mowing of any turf area below a three-inch (3") height down to and including the soil.
- 13.15 Shrub/Flower Beds - Shall mean any purposefully planted domestic, ornamental plant growth.
- 13.16 Mulch Areas or Tree Wells - Shall refer to those areas adjacent to trees, shrub beds, and other purposefully planted landscape areas in which all plant growth is removed and a

protective covering of organic substances is placed to prevent evaporation of moisture, control weed growth, prevent mechanical damage to landscape and for aesthetic reasons.

- 13.17 Work Record Summary - Shall mean a written record detailing times and locations of when the contractor and employees were on the job site completing work per contract specifications.
- 13.18 Median- Shall mean the center island of the listed streets from curb line to curb line plus all traffic triangles, where they exist, on sides of the intersections. This includes curb gutter joints where the curb meets the roadway and concrete paved areas from end of grass to the curb.
- 13.19 Rights of Way- Shall mean the area extending from the right or left of the center line of the road bed or paved surface to the nearest property line; that includes but is not limited to curbs, sidewalks, walkways, drainage ditches, burrow ditches and any other areas owned, dedicated, used or reserved for public use.
- 13.20 Detention Pond - Storage of storm runoff for a controlled release during or immediately following a storm.
- 13.20.1 Off-site detention - A detention pond located outside the boundary of the area it serves.
- 13.20.2 On-site detention - A detention pond which is located within the specific site or subdivision it serves.
- 13.20.3 On-stream detention - The temporary storage of storm runoff behind embankments or dams located in a channel.
- 13.20.4 Regional detention - Detention facilities provided to control excess runoff based on a watershed-wide hydrologic analysis.
- 13.21 Drainage Channel- A channel built with unvarying cross section and constant bottom slope.

PART II

SPECIFICATIONS

1. **SCOPE:** The City of Round Rock requests grounds maintenance services to be provided on the City's medians, right-of-ways, and drainage/retention areas. Services shall include all labor and goods needed to mow, edge, trim, remove and dispose of litter in the specified time to maintain and establish a good appearance to City grounds that discourages dumping and undesirable activities. The City of Round Rock's goal is to maintain and establish a respectable appearance to all City quadrant areas, so that it discourages dumping and other undesirable activities. A listing of the quadrant areas to be maintained are outlined on pages 19 – 25. Refer to "corresponding Mapsco numbers" on pages 19 - 25, which are hereby made a part of this solicitation.
2. **SERVICE REQUIREMENTS:** The successful Respondent shall:
 - 2.1. Obtain and provide all supervision, scheduling, labor, equipment, services, fuel, oil, incidentals, permits, notifications and related items necessary to complete the work as required by the specification.
 - 2.2. Furnish all tools, hard hats, safety vests, rubber boots, gloves, transportation to and from the work area, and all other safety materials or devices necessary to perform the work in a safe and orderly manner.
 - 2.3. Have an on-site supervisor at the site any time work is performed.

City of Round Rock
Grounds Maintenance Services
IFB No. 15-024
Class/Item: 988-36 / 988-75
April 2015

- 2.4. Protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation. Any property or incidentals damaged shall be repaired or replaced by the successful Respondent to the satisfaction of the City.
 - 2.5. Work shall be performed on a schedule defined by the City to the specifications defined herein.
 - 2.6. All work shall be performed in a professional workmanlike manner.
 - 2.7. All supporting documentation specified herein shall be submitted with invoice prior to the City processing payment.
3. **CITY RESPONSIBILITY:** City will:
 - 3.1. Appoint a City designated representative.
 - 3.2. Monitor and inspect the ground maintenance at designated sites.
 - 3.3. Coordinate all work and scheduling with the successful Respondent.
4. **EQUIPMENT:** Prior to start of Services, all equipment may be examined and approved by City. The City reserves the right to randomly inspect all equipment at any time during the term of the agreement or any extension period.
 - 4.1. Insufficient and/or inadequate equipment as determined by the City is cause for rejection of any and all proposals.
 - 4.2. Recommended minimum equipment for one (1) Project Area is:
 - 4.2.1. Two (2) out-front rotary mowers;
 - 4.2.2. Two (2) gas powered blowers;
 - 4.2.3. Four (4) gas powered string trimmers;
 - 4.2.4. Two (2) gas powered edger's; and,
 - 4.2.5. One (1) trailer to transport mowers and equipment
 - 4.3. All medians shall be mowed with an out-front type mower. No tractors, brush hogs, 580-D or similar type equipment shall be used on this project.
 - 4.4. All mowers shall be equipped with either safety chains or the manufacturer's safety device to prevent mower thrown objects.
 - 4.5. Chain shall be a minimum of 5/16 inches in size and links spaced side by side around the mower's front, sides, and rear.
 - 4.6. Maximum cutting widths for rigid frame rotary mowers shall be 108 inches.
 - 4.7. Hinged, batwing and brush hog drag mowers shall only be used with written approval from the City.
 - 4.8. All mowing equipment must be equipped with turf-type tires. Cleated or ribbed tractor tires shall be "prohibited".
 - 4.9. All mowers shall be kept in good operating condition and shall be maintained to provide a clean, sharp cut of vegetation at all times.
5. **SCHEDULING:** Upon issuance of a Work Authorization, successful Respondent shall begin work and proceed with all reasonable dispatch to completion maintaining the established Daily Production Rate Goal (defined below). The successful Respondent will be required to maintain all Project Areas assigned in the time allotted for each. Work started within a Project Area shall be completed in consecutive days, per the schedule in the Work Authorization.

- 5.1. It is anticipated that the mowing season will run eight months per calendar year and will begin March 1st and end by November 30th.
 - 5.2. Maintenance Cycles specified herein shall mean the time period between Services. Maintenance Cycle shall be identified with a beginning and ending date, in which all prescribed maintenance activities for each Project Area shall be completed. A typical maintenance cycle for Project Areas shall range from is 14 calendar days with in the mowing season.
 - 5.3. The Daily Production Rate Goal shall refer to the average acreage the City seeks to maintain per day. The Daily Production Rate Goal shall be calculated in the following manner:
PROJECT AREA ACREAGE ÷ NUMBER OF DAYS IN CYCLE = DAILY PRODUCTION RATE GOAL
 - 5.4. Failure on the part of the successful Respondent to maintain the established Production Rate Goal as set forth within the Work Authorization shall be sufficient reason for default and the City will contract with another service provider(s) to complete immediate services. The successful Respondent shall have forty-eight (48) hours of written notice to resolve any non-compliance. If others complete the work, any additional cost caused by a higher bid price will be deducted from the original successful Respondent's next payment, if any.
 - 5.5. The City reserves the right to modify the Maintenance Cycles and Project Areas at any time pursuant to the specifications contained herein. This determination will be made by the City and communicated to the successful Respondent in writing via e-mail or fax. Modification can include cancelling a Maintenance Cycle or Project Area.
 - 5.6. Cancellations of a Work Authorization may be based upon need or inclement weather conditions or other mitigating circumstance to be determined by the City. This determination will be made by the City and communicated to the successful Respondent in writing via e-mail or fax.
6. **GROUND'S MAINTENANCE:** Upon receipt of Work Authorization, all Project Areas shall be maintained as follows:
- 6.1. Trimming shall mean the cutting or removal of all plant material immediately adjacent to or under Project Area structures, poles, trees, signs, and fences. All structures, trees, poles, signs, fences and shrub beds shall be trimmed flush with the object.
 - 6.1.1. Special care shall be given to trimming around small trees as not to inflict damage to the bark of the trees.
 - 6.1.2. All trimming shall be accomplished maintaining the required 3-4 inch cutting height.
 - 6.1.3. All trimming shall be accomplished concurrently with mowing operations.
 - 6.1.4. Trimming shall also include removal of all plant material from expansion joints and any other cracks in curbs, sidewalks (both sides), driveways and any other pavement surface within park property, media or rights of way.
 - 6.1.5. Trimming shall leave no vegetation overhanging onto concrete; and shall result in a six (6) inch bank around obstacles.
 - 6.1.6. Chemical Trimming shall refer to the use of herbicide as an alternative to the physical removal or cutting of plant material from areas to be trimmed.
 - 6.1.6.1. Band of chemical application shall not exceed six (6) inches from target structure of chemical treatment.
 - 6.1.6.2. Written approval of herbicide use shall be obtained from the City prior to application.

- 6.1.6.3. Chemical application shall be in compliance with label directions and the Texas Structural Pest Control Board (SPCB) and Texas Department of Agriculture (TDA) rules and regulations.
 - 6.1.6.4. Treated weeds that are left after kill by chemical application shall be removed from area.
- 6.2. Edging shall mean the vertical removal of any and all plant material which encroaches over or onto sidewalks (both sides), curbs, steps, driveways, and pavements.
 - 6.2.1. Edging cut shall remove vegetation from pavement services and result in a visible separation of turf from pavement.
 - 6.2.2. Sidewalks, curbs, and steps shall be mechanically edged to a one (1") inch depth and 1/4 inch width where they exist exposing the pavement surface.
 - 6.2.3. The initial edging shall be completed by the end of first cycle.
 - 6.2.4. All edges shall be maintained through the duration of contract.
 - 6.2.5. Edging and maintenance of edges shall use a vertical cut approach.
 - 6.2.6. All material dislodged by edging shall be removed from site.
 - 6.2.7. Sidewalks shall be edged on both sides.
 - 6.2.8. Chemical Edging shall refer to the use of herbicide as an alternative to the physical removal or cutting of plant material from areas to be edged.
 - 6.2.8.1. Written approval of herbicide use shall be obtained from the City prior to application.
 - 6.2.8.2. Chemical application shall be in compliance with label directions and the Texas Structural Pest Control Board (SPCB) and Texas Department of Agriculture (TDA) rules and regulations
 - 6.2.8.3. Chemical treatments shall be growth regulators; however, herbicides can be used in nose cones and pavement areas only.

7. MOWING:

- 7.1. Upon receipt of Work Authorization, all grass shall be cut at a height of 3-4 inches.
- 7.2. Project Areas shall be completely mowed to the boundaries identified on the attachments and be field verified by City staff at the initial commencement of Services within 24 hours of start of mowing of said area.
- 7.3. No scalping shall occur. Scalping shall mean any action resulting in the mowing of any turf area below a three-inch (3") height down to and including the soil.
- 7.4. Contractor is responsible for taking special care when mowing all park land and linkage areas. Under no circumstances shall the awarded Contractor mow down or over any large patches of wildflowers in any of the designated park land area or linkage areas.
- 7.5. Care shall be taken to prevent discharge of grass clippings onto paved surfaces such as streets, parking lots, sidewalks, driveways, or onto adjacent properties. Any material so discharged shall be removed immediately prior to proceeding with mowing of other areas.
- 7.6. Successful Respondent shall use extreme care when mowing against fences, property lines, and other obstacles. Damage sustained to a homeowner's property as a result of Services shall be the responsibility of the successful Respondent. Where there is a fence line, the successful Respondent shall mow and trim to fence line. All ditches shall be maintained. Slopes

and bottoms of ditches shall be trimmed or mowed at a height of 3" - 4". If an area is maintained by a homeowner, the successful Respondent shall not mow that area.

- 7.7. Upon completion, a mowed area shall be free of clumped grass and tire tracks or ruts from the mowing equipment.
8. **REMOVAL OF GRASS CLIPPINGS:** Removal of cut grass from the Project Areas where growth occurred shall not be required unless grass is clumped. However, cut grass and debris which falls or is thrown upon the pavement, streets, sidewalks, driveways, or adjacent properties through the action of mowing or the action of the work crew, shall be removed from the area prior to the exit of the work crew from the work site.
9. **TRASH, LITTER AND DEBRIS REMOVAL:** Shall mean any rubbish within the Project Area such as paper, cans, bottles, limbs four (4") inches diameter or smaller, trash bags and rocks, which is not intended to be present as part of the landscape. For this function, Project Areas shall include streets, sidewalks, curbs, catch basins, gutters, hillsides and ditches. For items larger than 4", successful Respondent shall contact the City's designee to make City aware and coordinate removal.
- 9.1. Removal of debris shall require sweeping or blowing off of hard surfaces such as sidewalks and concrete noses of medians.
- 9.2. Successful Respondent shall remove all trash and litter from the Project Areas prior to initiating any mowing of the turf areas.
- 9.3. All trash and litter removed shall be disposed of by successful Respondent legally at an off-site location.
- 9.4. No litter or debris shall be visible in finished Project Area after services are performed.
10. **FERTILIZERS:** No fertilizers are required within this scope of work.
11. **DAMAGE:** Damage caused to City or private property as a result of performance of Services shall be remedied at the expense of the successful Respondent.
- 11.1. The successful Respondent shall inspect all trees, adjacent properties, structures and utilities for existing damages prior to conducting any work activity in the assigned Project Areas. Observed tree damage or damage to properties, structures and utilities shall be documented to the City prior to beginning any Services. Project Areas may be checked for damage by the City prior to commencement of Services, and randomly during the Agreement term at the option of the City. Repair or replacement of trees, properties, structures and utilities shall be reported to the City and at repaired/replaced at the expense of the successful Respondent.
- 11.2. Successful Respondent shall, at his own expense, carefully protect all trees, properties, structures and utilities within Project Areas so that there shall be no damage or utilities service loss.
12. **WORK CREW:** Only qualified, trained, competent and reliable personnel shall perform Services.
- 12.1. The City shall have the right to request the immediate removal from its premises of any crew member or subcontractor crew member if they are not in compliance with this specification.
- 12.2. Each work crew shall have a designated Supervisor attending the work site with the authority to direct Service and respond to crew inquiries about Service details or priorities.
- 12.3. Work crews shall not take individual rest breaks or lunch breaks in City park land or linkage areas while performing grounds maintenance services.

13. **SAFETY OF WORK CREW:** Due to the high visibility of work crews from the roadways, safety of the work crews shall include but not be limited to the following:
 - 13.1. Successful respondent's crew shall wear and display proper warning devices (safety vest, flashers, strobe lights and warning signs) in order to ensure both employee and public safety. Crew shall dress and remain dressed in a presentable fashion. Inappropriate dress includes, but is not limited to, bare chest (no shirt), shorts while trimming or edging, and absence of, or proper use of safety clothing and devices.
 - 13.2. The successful respondent shall be responsible for furnishing all signs and traffic controls as required by law, and make adjustments as required by City.
 - 13.3. All signs shall be mounted on their own stands and be mounted not less than three feet (3 ft.) from the bottom of the sign to the natural ground line. Each sign shall have two brightly colored safety flags attached to it. It will not be permissible to hang or lean these signs. The signs shall be erected in such a manner that they shall not obstruct the traveling public view of the normal roadway signing.
14. **VEHICLE IDENTIFICATION AND PARKING:** Successful respondent vehicles shall be licensed for travel on public roads, and shall have the name of the successful Respondent clearly displayed on each side of the vehicle.
 - 14.1. Vehicles shall park in areas that do not create potentially hazardous traffic situations.
15. **COMMUNICATION:** The successful Respondent shall provide communication equipment as necessary to perform the Services. This may include 2-way radios, pagers, cellular phones, telephone answering devices, e-mail and fax machine.
 - 15.1. The successful Respondent shall respond to communication requests from the City within twenty four (24) hours during the normal working hours of 7:30 a.m. to 5:00 p.m.
 - 15.2. The successful Respondent shall make contact with the City, at a time mutually agreed upon by the City and the successful Respondent. This contact is for the purpose of discussing areas to be maintained, Successful Respondent's work schedule for the day, areas to be inspected for approval, and Work Authorizations that need to be signed. **Failure to contact the City's authorized designee, or designee, per the agreed upon schedule may constitute a breach of Contract and termination of Agreement.**
16. **LIQUIDATED DAMAGES:** Failure of the successful Respondent to perform as specified herein may result in a \$250 assessment per incident per day to be applied and may also result in the termination of the agreement by the City.
17. **WORK AUTHORIZATION, INSPECTION OF WORK AND WORK RECORD SUMMARY:**
 - 17.1. A Work Authorization shall be issued from the City as notification to begin Services in a designated Project Area. The Work Authorization shall;
 - 17.2. Be issued before work is to begin in the specified Project Area and shall follow the schedule of maintenance cycles as closely as possible.
 - 17.3. Consist of a written list of Project Area's designated for Services.
 - 17.4. Be considered complete when all work has been inspected and approved by the City and has been signed by the City. Such information shall consist of grounds maintenance locations, acreage/mileage actually maintained, and the acceptability of the maintenance activities performed, date of completion.

- 17.5. It shall be mandatory that all Work Authorizations be completed after the end of each cycle, before another Work Authorization may be issued. Failure to obtain Work Authorization prior to beginning Services for the next cycle may be considered a breach of contract by and grounds for termination of Agreement by the City.
- 17.6. The City shall make inspections or re-inspections to ensure the Services performed are completed per specification and in accordance with prescribed time schedules. Written approval of inspection shall accompany the completed Work Authorization and is required for payment. Upon determination of any violation of the specifications and/or terms of the agreement, the City shall proceed with appropriate action.
- 17.7. Work Record Summary shall mean a written record detailing the times and locations of when the successful Respondent and employees were on the job site performing Services. A Work Record Summary shall accompany all Invoices and Work Authorizations detailing dates, times, and locations of when work was completed per Contract specifications. Invoices without the supporting Work Authorization and Work Record Summary shall not be approved for payment.
18. **SERVICE REQUIREMENTS:** Services shall be performed at:

City of Round Rock Locations – Designated herein per the City quadrants outlined on pages 19 through 25.
19. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**
- 19.1. **Respondent's Point of Contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
- 19.2. **The City's designated representative shall be:**

Keith Kaderka
Transportation Supervisor
City of Round Rock – Drainage Maintenance Transportation
20. **WORKFORCE:** Successful Respondent shall:
- 20.1. Ensure Respondent's employees perform the services in a timely, professional and efficient manner;
- 20.2. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee;
- 20.3. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.
21. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
22. **PERMITS:** The Successful Respondent shall obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified herein.

PART III
SCHEDULE AND RESPONSE INSTRUCTIONS

1. **SCHEDULE OF EVENTS:** It is the City's intention to comply with the following solicitation timeline:

EVENT	DATE
Solicitation released	April 25, 2015
Deadline for submission of questions	May 1, 2015 @ 5:00 PM, CST
City responses to questions or addendums	May 6, 2015 @ 5:00 PM, CST
Deadline for submission of responses	May 14, 2015 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted in writing by May 1, 2015, at 5:00 p.m., CST on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at <http://www.roundrocktexas.gov/bids>

Questions shall be submitted to the City contact named herein. The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
3. **SITE VISIT AND INSPECTION:** Respondent shall be responsible for conducting site visits and inspections of each site on their own to acquaint Respondent with the facilities, difficulties and/or restrictions inherent in the services specified.
- 3.1 It is the responsibility of the Respondent to examine each facility and determine quantity, amounts, take precise measurements, determine material requirements, equipment requirements, labor requirements and other solicitation related details during said inspections and site visit.
4. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before May 14, 2015, at 3:00 p.m., on the due date noted in Part III, Section 1. Mail or hand deliver sealed responses to:

City of Round Rock
Attn: Mike Schurwon, CPPB, CTPM
Purchaser
Purchasing Department
221 E. Main Street
Round Rock, Texas 78664-5299

- 4.1 Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "DO NOT OPEN".
- 4.2 Facsimile or electronically transmitted responses are not acceptable.
- 4.3 Responses cannot be altered or amended after opening.
- 4.4 No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 4.5 The City will not be bound by any oral statement or offer made contrary to the written specifications.

4.6 Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

5. **BEST VALUE EVALUATION CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- 5.1 Purchase price;
- 5.2 Reputation of Respondent and of Respondent's goods and services;
- 5.3 Quality of the Respondent's goods and services;
- 5.4 The extent to which the goods and services meet the City's needs;
- 5.5 Respondent's past performance with the City;
- 5.6 The total long-term cost to the City to acquire the Respondent's goods or services;
- 5.7 Any relevant criteria specifically listed in the solicitation.

Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing. This may include a presentation and/or the request for additional material/information to clarify.

6. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at: <http://www.roundrocktexas.gov/bids>

7. **POST AWARD MEETING:** The City and Successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:

- 7.1 The method to provide a smooth and orderly transition of services performed from the current contractor;
- 7.2 Provide City contact(s) information for implementation of agreement;
- 7.3 Identify specific milestones, goals and strategies to meet objectives.

8. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

9. **INTERLOCAL COOPERATIVE CONTRACTING (PIGGYBACK):** Other governmental entities may be extended the opportunity to purchase off of the City's agreements, with the consent and agreement of the awarded Vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in a Respondent's submittal. However, all parties indicate their understanding and hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

PART IV
RESPONSE REQUIREMENTS

The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

Respondents shall submit one (1) evident signed "Original" and two (2) copies of the response requirements including any required attachments. The samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

This invitation for bid (IFB) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response preparation to this IFB; all costs associated with responding to this IFB will be solely at the interested parties' expense. Not responding to this IFB does not preclude participation in any future RFP/RFQ/IFB.

For your bid to be responsive, all required items identified below shall be submitted with your proposal.

Attachment A: Responses shall be submitted on itemized, signed Bid Sheet provided herein. Failure to itemize or sign solicitation may result in disqualification. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.

Attachment B: Provide completed Bidders Questionnaire, which includes Contractor name, address, telephone/fax numbers, E-Mail, date, number of years providing grounds maintenance and mowing services, number of employees assigned to contract, and equipment list.

Attachment C: Provide completed Bidders Reference Sheet, which includes the name, address, telephone number and E-Mail of at least three (3) Municipal, Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

Attachment D: Provide signed copy of the Addendum Acknowledgement Form or a signed copy of each issued addendum with bid upon submission.

Additional Information Requested:

Contract Information: Respondent shall provide information of any current established contract with a local City, County, Municipality, Cooperative Agreement, Comptroller of Public Accounts (CPA) Texas Smart Buy Contract, Texas Multiple Award Schedule (TXMAS), General Services Administration (GSA), Inter-local Agreement, or any other contractual resource.

The following items shall be made available upon request by the City prior to award and the approval of any contract:

Proof of insurance for General Liability, Worker's Compensation and standard automobile liability coverage as set forth by the Insurance Requirements as identified on the City's website at:

<http://www.roundrocktexas.gov/bids>

PART V
CONFIDENTIALITY OF CONTENT

1. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be

exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.

- 1.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
- 1.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

PART VI

GENERAL TERMS AND CONDITIONS / INSURANCE REQUIREMENTS

(ITEMS BELOW APPLY TO AND BECOME A PART OF THE CONTRACT)

1. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth by the Insurance Requirements as identified on the City's website at: <http://www.roundrocktexas.gov/bids>
2. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of respondents to stay apprised of changes. The City's Definitions, Terms and Conditions can be obtained from the City's website at: <http://www.roundrocktexas.gov/bids>
3. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
 - 3.1 There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
 - 3.2 The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
 - 3.3 There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
 - 3.4 The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

City of Round Rock
 Grounds Maintenance Services
 IFB No. 15-024
 Class/Item: 988-36 / 988-75
 April 2015

ATTACHMENT A: BID FORM
PURCHASING DEPARTMENT
 221 E. Main Street • Round Rock, Texas 78664-5299

SOLICITATION INFORMATION	Solicitation Number:	15-024	RESPONDENT INFORMATION	Tax ID Number:	3-2008459326
	Solicitation Name:	Grounds Maintenance Services		Business Name:	Estrada Landscape
	Opening Date:	May 14, 2015		Address:	4506 South Congress Ave
	Opening Time:	On or Before 3:00 p.m. CST		Address:	Austin TX 78745
	Opening Location:	City of Round Rock City Hall 221 E. Main Street Round Rock, TX 78664		Contact:	Hector Estrada
				Telephone:	512-750-0168
			E-mail:	hector@estradalandscape.net	
			Website:	estradalandscape.net	

HOW DID YOU HEAR ABOUT THIS SOLICITATION? <input type="checkbox"/> Newspaper <input type="checkbox"/> City's Website <input checked="" type="checkbox"/> E-mail Announcement <input type="checkbox"/> ESBD <input type="checkbox"/> Other	1st TIME RESPONDING TO THE CITY? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	ARE YOU REGISTERED WITH VENDOR CENTRAL? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Register at: roundrocktexas.gov/vendorcentral
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Item #	Description	Quantity	Unit of Measure	Unit Price	Extended Price
BASE BID – Includes Quadrant D1 – D4 as follows:					
NOTE: A typical cycle is 30 calendar days for Quadrants D1 – D4.					
1	Quadrant – D1 Cost per Acre \$ <u>30.00</u> x 90.24 acres = 1 cycle	8	Cycles	\$ 2,730.00	\$21,840.00
2	Quadrant – D2 Cost per Acre \$ <u>30.00</u> x 72.79 acres = 1 cycle	8	Cycles	\$ 2,190.00	\$17,520.00
3	Quadrant – D3 Cost per Acre \$ <u>30.00</u> x 55.06 acres = 1 cycle	8	Cycles	\$ 1,680.00	\$13,440.00
4	Quadrant – D4 Cost per Acre \$ <u>30.00</u> x 86.91 acres = 1 cycle	8	Cycles	\$ 2,610.00	\$20,880.00
BASE BID – Includes Quadrant Rows 1 – 4 as follows:					
NOTE: A typical cycle is 14 calendar days for Quadrant ROW-1 – ROW-4.					

City of Round Rock
Grounds Maintenance Services
IFB No. 15-024
Class/Item: 988-36 / 988-75
April 2015

Item #	Description	Quantity	Unit of Measure	Unit Price	Extended Price
5	Quadrant - ROW-1 Cost per Acre \$ <u>30.00</u> x 31.92 acres = 1 cycle	14	Cycles	\$ 960.00	\$ 7,680.00
6	Quadrant - ROW-2 Cost per Acre \$ <u>30.00</u> x 39.35 acres = 1 cycle	14	Cycles	\$ 1,200.00	\$ 9,600.00
7	Quadrant - ROW-3 Cost per Acre \$ <u>30.00</u> x 15.14 acres = 1 cycle	14	Cycles	\$ 480.00	\$ 3,840.00
8	Quadrant - ROW-4 Cost per Acre \$ <u>30.00</u> x 31.42 acres = 1 cycle	14	Cycles	\$ 960.00	\$ 7,680.00
OPTIONAL MOWING LOCATIONS: The following Quadrant Rows 1-4 are additional "Option" areas that may be awarded in whole or in part as "Options" of IFB No. 15-024.					
NOTE: A typical cycle is 30 calendar days for ROWS 1 - 4					
9	Quadrant - ROW-1 Cost per Acre \$ <u>30.00</u> x 90.15 acres = 1 cycle	14	Cycles	\$ 2,730.00	\$ 21,840.00
10	Quadrant - ROW-2 Cost per Acre \$ <u>30.00</u> x 17.65 acres = 1 cycle	14	Cycles	\$ 540.00	\$ 4,320.00
11	Quadrant - ROW-3 Cost per Acre \$ <u>30.00</u> x 2.7 acres = 1 cycle	14	Cycles	\$ 90.00	\$ 720.00
12	Quadrant - ROW-4 Cost per Acre \$ <u>30.00</u> x 7.45 acres = 1 cycle	14	Cycles	\$ 240.00	\$ 1,920.00
OPTIONAL MOWING LOCATIONS: The following Drainage quadrants are additional "Option" areas that may be awarded in whole or in part of IFB No. 15-024.					
NOTE: A typical cycle is 30 calendar days for DRAINAGE QUADRANTS D1- D4					
13	Quadrant - D1 Cost per Acre \$ <u>30.00</u> x 65.19 + 11.81 = 77.00 acres = 1 cycle	8	Cycles	\$ 1,980.00	\$ 15,840.00
14	Quadrant - D2 Cost per Acre \$ <u>30.00</u> x 43.49 acres = 1 cycle	8	Cycles	\$ 1,320.00	\$ 10,560.00
15	Quadrant - D3 Cost per Acre \$ <u>30.00</u> x 57.07 acres = 1 cycle	8	Cycles	\$ 1,740.00	\$ 13,920.00
16	Quadrant - D4 Cost per Acre \$ <u>30.00</u> x 54.03 acres = 1 cycle	8	Cycles	\$ 1,650.00	\$ 13,200.00

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ACKNOWLEDGEMENTS

By the signature hereon affixed, the Respondent hereby certifies that neither the respondent nor the entity represented by the respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business. Further, by signing and submitting this response the Respondent acknowledges:

- That they have read and fully understand the solicitation and accept all terms and conditions set forth herein.
- The respondent is not currently delinquent in the payment of any debt owed to the City.

Sealed response envelope shall be clearly marked with solicitation name, solicitation number and name of responding entity.

The agreement or purchase order resulting from this solicitation may qualify for Inter-local or Cooperative Contracting (Piggybacking) per the terms outlined in Part III, #9 of this solicitation. If applicable, do you agree to "piggyback" purchasing from other governmental agencies?

☒ Yes

☐ No

Response shall include one (1) signed original and two (2) copies of response.

Margarito Estrada

Printed Name

Failure to sign response will disqualify response.


 Authorized Signature

5/12/15

Date

BASE BID - DRAINAGE AREAS

Drainage	Acres	Quadrant	Mapsco Grid
Meadowbrook	1.50	D 1	376H
Settlement	10.00	D 1	347S,N,J
Oakmont	17.50	D 1	346Q
Ryan's Crossing	4.90	D 1	378A,E
Onion Creek	5.50	D 1	376Q
Halden Dr.	1.00	D 1	346Q
Country Aire	0.87	D 1	376G
Mills Meadow	6.00	D 1	377N
Shotwell	10.60	D 1	377J
Bowman Rd	1.40	D 1	376L, M
Nicole Circle	1.72	D 1	376L
Eagles Nest Subdivision	17.30	D 1	346V,R,M
Eagles Nest Detention	9.70	D 1	346V
Texas Ave	2.25	D 1	376L
	90.24		

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Drainage	Acres	Quadrant	Mapsco Grid
Police Dept.	2.50	D 2	376V
Georgetown St	0.22	D 2	376V
Rubio	7.00	D 2	406C,G
Blue Monster Cove	1.75	D 2	408C
Glen Eagles	1.75	D 2	408C
Bryant Dr.	5.50	D 2	407K
Meister & Gattis School	1.20	D 2	407H
Pecan Orchard	4.00	D 2	376Z
Garden Path	0.45	D 2	406D
Peterson	0.51	D 2	406H
Flower Hill	2.00	D 2	408J
Vintage	2.40	D 2	378P
Oxford	2.00	D 2	406M
Southcreek	20.50	D 2	407B,F
Dell Way	5.50	D 2	407N
Double Creek	2.16	D 2	407G,C
Elder Way	0.90	D 2	407B
Greenlawn	9.75	D 2	407A,E
Grey Feather	2.70	D 2	407C
	72.79		

BASE BID: DRAINAGE AREAS

Drainage	Acres	Quadrant	Mapsco Grid
Sysco	6.80	D 3	406B
Micheal Angelo	5.00	D 3	406Y
Hester's Crossing/Chisholm Valley	9.75	D 3	406Q
Falcon	2.11	D 3	375V
Quanah/RR West	12.00	D 3	406S
Hunters Ridge Apts.	7.60	D 3	406L
Messick Loop Ditch	11.80	D 3	406N
	55.06		

Drainage	Acres	Quadrant	Mapsco Grid
Blackjack	0.60	D 4	376J
Behren's Ranch/Wyoming Springs	23.30	D 4	375G,H
Peachtree Valley Detention	1.38	D 4	376N
Behren's Ranch	17.50	D 4	375G
Hermitage Ditch/Oak Hollow	37.75	D 4	376J
Rustler's Ditch	6.00	D 4	376J
Peachtree and Somerset	0.38	D 4	376N
	86.91		

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BASE BID: ROW 1 – 3 LOCATIONS

Description	Acres	Quadrant	Mapsco grid
University Blvd Oakmont to FM1460	4.12	ROW-1	346,347
Hidden Acres Grimes to Subdivision	0.25	ROW-1	377P
Timberline Grimes to Subdivision	0.05	ROW-1	377K
Collage Park Dr. University Blvd. to	2.5	ROW-1	347E
Bowman IH 35 to Grimes, Water Tank lot too	8	ROW-1	376,377
Sunrise Rd University to Hwy 79	8	ROW-1	376
Red Bud CR117 to Hwy 79	9	ROW-1	378
	31.92	ROW-1	
Greenlawn Blvd 45 Toll to IH 35 frontage	7	ROW-2	407J,N
Pflugerville Pkwy Greenlawn to Pflugerville Maint.	1	ROW-2	407J,N
Kenny Ft. Chandler Creek to Forest Creek Dr.	6	ROW-2	377,L,Q,U,Y
Red Bud- Hwy79 to Gattis School	4	ROW-2	378
Old Settlers IH35-Red Bud	14	ROW-2	376,377
Lamar Commerce to Old Settlers	0.25	ROW-2	376L
Larry Lane	0.5	ROW-2	376R
Texas Ave.	0.1	ROW-2	376L
South Mays Hwy79 to Hesters Crossing	3	ROW-2	406C
Double Creek IH 45 to Forest Creek	1.75	ROW-2	407
High country Gattis School to 45	1.75	ROW-2	408J
	39.35		
Description	Acres	Quadrant	
Deepwood Dr. 620 to Oakridge	2.5	ROW-3	376W
McNeil Rd Florence to City Limits	6.25	ROW-3	406
Smyers Ln.	2.2	ROW-3	405C
Clark St	0.75	ROW-3	376T
CR 172	0.25	ROW-3	406P
Emmanuel St	0.25	ROW-3	376T
Hester's Crossing Rawhide to Dry Creek	0.25	ROW-3	406Q
Oakridge	0.05	ROW-3	406E
Parker Dr.	0.16	ROW-3	406Y
Sam Bass Rd 3406 to IH 35	2.25	ROW-3	376
Somerset Sam Bass to Peachtree Valley Dr.	0.17	ROW-3	376N
Wonder Dr.	0.06	ROW-3	376T
	15.14		

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BASE BID – ROW 4 LOCATIONS

Description	Acres	Quadrant	Mapsco
Meister	3.75	ROW-4	407L
Chisholm Trl. Sam Bass to IH35 Frontage	5	ROW-4	376P,K,F,B,346X
Chisholm Pkwy. IH35 Frontage to Chisholm Trl	1	ROW-4	376 K
Creek Bend Dr. 3406 to West End	2	ROW-4	375H,D
Galtis School IH 35 to Red Bud	4.45	ROW-4	406,407
AW Grimes Hwy 79 to IH 45	7	ROW-4	407
Alley between Zephyr and Stratford	0.25	ROW-4	407J
Dell Way Mays to Dell Center	0.5	ROW-4	406R
Rusk Rd.	0.97	ROW-4	407H
Forest Creek- Pieces not done by HOA	2	ROW-4	377Y
RR Proper Austin, Liberty, Stone, Lewis, Spring, Milam	4.5	ROW-4	376Z
	31.42		

OPTIONAL MOWING LOCATIONS:

Description	Acres	Quadrant	Mapsco
University Blvd Oakmont to CR110	48	Row 1	346Q
Hidden Acres 1460 to Subdivision	0.25	Row 1	377P
Timberline 1460 to Subdivision	0.05	Row 1	377K
Texas Ave.	0.18	Row 1	376L
Green Hill Dr. Heathwood to Old Settlers	0.47	Row 1	376G
College Park Ln	1.64	Row 1	347E
Cr112 1460 to city limits	6	Row 1	347Q
Red Bud	0.56	Row 1	348T
New PD lot	39	Row 1	376B
Total	90.15		
Greenlawn Extension 35 to 45	7	Row 2	407J,N
Pflugerville Pwky	1	Row 2	407J,N
Nash Mays to 35	0.25	Row 2	406C
School Days Ln.	0.16	Row 2	406H
Kenny Ft. Chandler Creek to Forest Creek	4.5	Row 2	377 L,Q,U,Y
Ray Berglund Double Creek to dead end	1.4	Row 2	407F
A.W. Grimes 45 to city limit sign	0.3	Row2	407T
Donnell Dr.	0.5	Row 2	407M
Schultz Ln	0.28	Row 2	407R
Bellview	2.26	Row 2	406C

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Total	17.65		
Smyers Ln	2.2	Row 3	405C
Hesters Crossing Island	0.5	Row 3	406Q
Total	2.7		
Chisholm Trl. Sam Bass to 35 Frontage	4	Row 4	376T,P,K,F,B 346X
Chisholm Pwky	1	Row 4	376K
Chisholm Rock Sports complex	0.45	Row 4	376B
Creek Bend 3406 to West End	2	Row 4	375H,D
Total	7.45		
Oakmont University to Ikea	17.5	D1	346Q
Settlement	10	D1	347W
Ryans Crossing	2.5	D1	378A
Onion Creek	5.5	D1	376Q
Holden Dr.	1	D1	347N
Country Aire	0.87	D1	376G
Mills Meadows	7.2	D1	377N
Shotwell	1.3	D1	377J
Bowman Rd. All that are connected	6.19	D1	376M,L
Eaglesnest Detention	9.7	D1	346V
Texana Loop	0.93	D1	347N
Commerce	2.5	D1	376G
Total	65.19		
Old Settlers Ditch	1.2	D1	347Z
Bluffstone Open field to Breezy Pt	1.77	D1	347V
Bluffstone Open field to Old Settlers	6.47	D1	347V
Sandy Coufax	2.37	D1	378A
Total	11.81		
Old PD	2.5	D2	376V
Pecan St	0.2	D2	376V
Burnet St. @creek	0.46	D2	376Z
Garden Path	0.45	D2	406D
Peterson	0.51	D2	
Dell Way	0.65	D2	406R

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High Cotton	1.25	D2	408J
Gattis @ High Country	1.25	D2	408E
Diana Ditch	4.27	D2	407R
Harvey Penick	0.4	D2	378Z
Wooded Way	2.2	D2	378P
Woodland Ln	0.9	D2	378P
Forest Creek Dr.	1.64	D2	378X
Kenny Ft. Below Bridge	0.97	D2	377Y
Gattis @ Rec Center	14.36	D2	407E
Greenlawn	0.19	D2	407E
Elder Way	0.9	D2	407B
Jasmine Path	0.75	D2	407F
Minosa Trl	5.5	D2	407B
Logan	2.02	D2	407A
Nash		D2	406C
Total	43.49		
Sysco	6.8	D3	406B
Michael Angelo	5	D3	406Y
Hesters Crossing/Chisholm Valley	9.75	D3	406Q
Falcon Dr.	2.11	D3	375V
Bellview	1.44	D3	406K
Alamon Cv.	0.19	D3	406F,K
Quana/RR West	12	D3	406S
Messick Loop	11.9	D3	406N
Hunters Ridge Apts.	7.6	D3	406L
Ledbetter	0.28	D3	376T
Total	57.07		
Behrens Ranch@ Wyoming Spring	23.3	D4	375G,H
Behrens Ranch	17.5	D4	375G
Portulaca Dr.	2.2	D4	375C
Blackjack	0.6	D4	376J
Sommerset @ Peachtree	0.97	D4	376N
Rustlers	6	D4	376J
Peachtree Valley Detention	1.38	D4	376N
Sports Complex Chisholm Trail	2.08	D4	376B
Total	54.03		

NOTE: THE ABOVE "OPTIONAL" MOWING LOCATIONS MAY OR MAY NOT BE AWARDED IN WHOLE OR IN PART AS PART OF THIS IFB NO. 15-024 FOR GROUNDS MAINTENANCE SERVICES.

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**ATTACHMENT B:
RESPONDENT'S QUESTIONNAIRE**

Any and all firms considering the Grounds Maintenance Contract, must complete and submit the information requested below.

NOTE: This is a part of the bid and bidders who fail to submit this information will be considered non-responsive.

CONTRACTOR NAME Estrada Landscape

PHYSICAL ADDRESS OF EQUIPMENT 4506 South Congress Ave
Austin TX 78745

TELEPHONE 512-912-1853 FAX 512-912-1874

Cell: 512-750-0164

EMAIL Letford@estrada-landscape.net DATE 5/12/15

State the number of years your firm has provided grounds maintenance and mowing services 25 / years.

State the number of employees who will be designated to work on this contract: 6

Develop a plan of action for assignment of your crew. List the man-hours needed to perform the contract Requirements for each crew member.

A. EQUIPMENT LIST (List all equipment you plan to dedicate to this project(s):

<u>72" Scag Riding Mower</u>	<u>2 Big Texas Trailers</u>
<u>52" Scag Riding Mower</u>	
<u>52" Toro Riding Mower</u>	<u>Steel Edger</u>
<u>61" Scag Riding Mower</u>	<u>Steel Edger</u>
<u>42" Walk behind Exmark</u>	
<u>36" Walk behind Scag</u>	
<u>36" Walk behind Toro</u>	
<u>Steel String Trimmer</u>	
<u>Steel String Trimmer</u>	
<u>Shindwa String Trimmer</u>	
<u>Steel String Trimmer</u>	
<u>Hecho Blower</u>	
<u>Steel Blower</u>	

Note: Attach a separate sheet if necessary. All equipment must be equipped with safe guards as outlined by ANSI and OSHA.

ATTACHMENT C:
RESPONDENT'S REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 15-024
RESPONDENT'S NAME: Estrada Landscape DATE: 5/12/15

Provide the name, address, telephone number and e-mail of at least three (3) Municipal and/or Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

1. Company's Name Nitro Swimming
Name of Contact Mike Kaleber
Title of Contact Owner
E-Mail Address mike@nitroswim.com
Present Address 15506 D Hwy 71 W
City, State, Zip Code Austin TX 78613
Telephone Number (#####) ##### 512-658-5297 Fax Number: (#####) #####

2. Company's Name Top Cash Pawn Shop
Name of Contact Brad Rishell
Title of Contact Part Owner
E-Mail Address brucerishell@earthlink.net
Present Address 617W Slaughter Ln #104
City, State, Zip Code Austin TX 78728
Telephone Number (#####) ##### 512-739-6836 Fax Number: (#####) #####

3. Company's Name River Place MUD
Name of Contact Jim J Casey
Title of Contact President Board of Directors
E-Mail Address jcasey@austin.rv.com
Present Address 10123 Treasure Island Drive
City, State, Zip Code Austin TX 78730
Telephone Number (#####) ##### 512-346-4809 Fax Number: (#####) #####

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

City of Round Rock
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**ATTACHMENT D
NOTICE TO PROCEED - EXAMPLE**

Example - "Notice-to-Proceed" Document for bidder's reference "Only".

City of Round Rock

NOTICE TO PROCEED

TO: JOHN Q. CONTRACTOR, LAWN MOWER CONSTRUCTION

FROM: CITY INSPECTOR

SUBJECT: START OF MOWING CONTRACT, CYCLE XX

DATE: JUNE 1, 2015

This is the official notice to proceed with ground's maintenance of Quadrant ROW 1. Please review the specifications in the contract and begin this cycle.

SCOPE OF WORK: ROW 1 must be completed to contract specifications by June 15, 2015.

Contract specifications will be *strictly enforced* for the duration of this contract.

Remember to clean off curbs and sidewalks. Notify this office of any large piles of debris.

Fax daily "Work Record Summary" of completed areas to: Fax number is 512-218-5548.

If you have questions please call me at 512-218-5547.

Contractor Name_____

Authorized Representative Signature_____

City Inspector Signature_____

Print Name Print Name_____

Date_____

Note: Notice-to-Proceed must be signed and dated and have the appropriate Work Summary reports turned in to City Inspector before another Notice to Proceed is issued.

City of Round Rock
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**ATTACHMENT E
WORK SUMMARY - EXAMPLE**

Example – "Work Summary" Document for bidder's reference "Only".

City of Round Rock

WORK RECORD SUMMARY

TO: CITY OF ROUND ROCK INSPECTOR
FAX No. (512) 218-5548 Phone: (512) 218-5547
FROM: JOHN Q. CONTRACTOR, LAWN MOWER CONSTRUCTION
SUBJECT: WORK RECORD SUMMARY, CYCLE XX
DATE: April 1, 2015

DAILY WORK SUMMARY:

<u>LOCATION DESCRIPTION</u>	<u>ACRES</u>	<u>QUADRANT</u>	<u>TIME</u>	<u>COMPLETE DATE</u>
University Blvd Oakmont to CR	48	ROW	1 1:46 pm	April 1, 2015

City of Round Rock
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**ATTACHMENT F
MOWING SCHEDULE - EXAMPLE**

<u>Month</u>	<u>Starting Date</u>	<u>Service Description</u>
1	3-4	D2, ROW2, ROW3, ROW4
2	4-4	ROW2, ROW3, ROW4
3	5-5	D2, ROW2, ROW3, ROW4
4	5-23	ROW2, ROW3, ROW4
5	6-6	D2, ROW2, ROW3, ROW4
6	6-20	ROW2, ROW3, ROW4
7	7-5	D2, ROW2, ROW3, ROW4
8	7-20	ROW2, ROW3, ROW4
9	8-8	D2, ROW2, ROW3, ROW4
10	8-22	ROW2, ROW3, ROW4
11	9-5	D2, ROW2, ROW3, ROW4
12	9-19	ROW2, ROW3, ROW4
13	10-5	D2, ROW2, ROW3, ROW4
14	10-20	ROW2, ROW3, ROW4
15	11-21	D2, ROW2, ROW3, ROW4
16	12-26	ROW2, ROW3, ROW4

City of Round Rock
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**ATTACHMENT G:
ADDENDUM ACKNOWLEDGMENT FORM**

NOTE: If multiple addendums have been issued, respondents may complete and return this attachment with their proposal in place of the individual addendums to be submitted. Failure to provide either this form or the individual addendums with signatures may result in disqualification of the proposal.

Addenda Acknowledgment: The undersigned acknowledges the receipt of the following Addenda:

Addendum #: _____ Dated: _____


Addendum #: _____ Dated: _____

Addendum #: _____ Dated: _____

Addendum #: _____ Dated: _____

Addendum #: _____ Dated: _____

Respondent (Company): Estrada Landscape

Signature (in ink): 

Name (Typed/printed): Margarito Estrada

Title: Owner Date: 5/12/15




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/15/2015

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 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	Hank Gerdes State Farm Insurance 610 Main St Ste 1 Buda, TX 78610	CONTACT NAME: Hank Gerdes PHONE (A/C No. Ext): 512-295-4265 FAX (A/C No.): 512-295-9837 EMAIL ADDRESS:
	INSURED	ESTRADA LAWN SCAPE 2202 TERI RD AUSTIN TX 78744-1914	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Lloyds 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 SUBR INSR LTR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
						PRODUCTS - COMP/OP AGG \$
	GENTL AGGREGATE LIMIT APPLIES PER:					\$
	POLICY PRO-JECT LOC					\$
	AUTOMOBILE LIABILITY		192 2786-A28-53A-001	11/09/2014	09/09/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS NON-OWNED AUTOS					\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED RETENTION S					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/EMPLOYEE EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Austin Outdoorsman
PO BOX 341839
Lakeway, TX 78734

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

Hank Gerdes by *Therese Moreno*

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ACORD 25 (2010/05)

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1001486 132849.7 03-01-2012

EXHIBIT "A"



Reference Sheet

Name	Mike Koleber
Title	Owner
Company Name	Nitro Swimming
Address	15506 D Hwy 71 W
City, State ZIP	Bee Cave, Texas 78613
Phone Number	(512) 658-5297
Email	mike@nitroswim.com

Name	Brad Rishell
Title	Part Owner
Company Name	Top Cash Pawn Shop
Address	617 W Slaughter Ln #104
City, State ZIP	Austin, Texas 78728
Phone Number	(512) 739-6836
Email	brucerishel@earthlink.net

Name	Jim J Casey
Title	President Board of Directors
Company Name	River Place MUD
Address	10123 Treasure Island Drive
City, State ZIP	Austin, Texas 78730
Phone Number	(512) 346-4809
Email	jcasey@austin.rr.com

Name	Melvin Capler
Title	President of Commercial Services
Company Name	Goodwill Industries of Central Texas
Address	1015 Norwood Park Blvd
City, State ZIP	Austin, Texas 78753
Phone Number	(512) 748-1346
Email	melvin.capler@austingoodwill.org



Estrada Landscape

Name	Juan Guerra
Title	Horticulturist
Company Name	City of San Antonio: Department of Downtown Operations
City, State Zip	San Antonio, Texas 78205
Phone Number	(210) 207-8575
Email	Juan.Guerra@sanantonio.gov

Name	Mark Lawson
Title	Assistant Park Operations Manager
Company Name	City of San Antonio
City, State Zip	San Antonio, Texas 78205
Phone Number	(210) 207-3191
Email	Mark.Lawson@sanantonio.gov

Name	Ron Poe
Title	Board President
Company Name	Loop 360 Water Supply Corporation
Address	14046 Summit Drive
City, State ZIP	Austin, Texas 78728

Name	Pat King
Title	General Manager
Company Name	Goldenwood West Water Supply Corporation
Address	9511 Ranch Road 620 N
City, State ZIP	Austin, Texas 78726

Name	Jesse Kennis II
Title	District Manager
Company Name	Wells Branch MUD
Address	3000 Shoreline Drive
City, State ZIP	Austin, Texas 78728
Phone Number	(512) 820-7742
Email	jkennis@wellsbranchmud.com



**4506 S. Congress Ave. Suite R
Austin, Texas 78745-1797**

- **Commercial & Residential Lawn Care Maintenance.**
- **Irrigation Installation & Maintenance Repair.**
- **Hardscape Installation & Maintenance Repair.**
- **Landscape Lighting, Water Features, & Other Installation Projects.**

We are a company that dedicates to the care of the landscape we work on. With over 25 years of landscaping experience and 18 years of irrigation experience we are very knowledgeable in this business field. Our objective is to have completely satisfied customers.

**estradalandscape.net
Office (512) 912-1853
Fax (512) 912-1874
info@estradalandscape.net**

EXHIBIT "A"



Our Objective: To have completely satisfied customers.

About Us:

We are a company that has been in the landscaping business for more than 10 years, with our great staff having more than 25 years of experience in this field. Our company started off successfully working mainly on residential areas first while successfully progressing towards the commercial field. We are a company that performs with the highest quality of service where we can provide with assistance on what your landscape needs should be. Our goal is to innovate and maintain the highest possible standards in the work that we do. We provide services on lawn maintenance, irrigation system design, irrigation care, tree care services, and hardscape services as well. With our great reputation that we worked hard to receive and maintain we stride to make every customer completely satisfied with our work that we do.

Lawn Maintenance:

We specialize in providing lawn and maintenance care to our residential and commercial customers. We offer a great list of services that will assure your lawn to look healthy green and beautiful to your surrounding area viewers. From lawn mowing, shrub trimming, weed eating, edging, leaf blowing, tree care, fertilization, mulching, weed control, pesticide control, etc. Our crew will work hard to maintain your lawn in the nicest form as possible during the weekly visits. We will also identify potential problems for you that we would address quickly before they harm the beauty of your lawn.

Irrigation:

When having an irrigation system it is always important to have it functioning properly where it is providing enough water for your plants and not over watering them. We are able to install various irrigation systems that will best suit your lawn. Our great irrigation technicians will provide monthly inspections and diagnoses to your irrigation systems. Our irrigators have many years of experience working in this aspect of the field. They will provide adjustments, repairs, and maintenance to your irrigation system.

Hardscape Design & Water Features:

Our great hardscape team specializes on masonry and woodwork projects. With our many years of professional experience we are able to focus and work on stone masonry, stone walls, concrete or brick patios, tile paths and decorative flatwork, landscape amphitheatres, boulders and bollards, fountains, landscape lighting, hike and bike trails, wooden steps, wooden decks, and wooden arbors as well. We have knowledge to work on many other projects as well, just make sure to email or call us about them.