

EXHIBIT
"A"

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

| | | |
|-----------------------------|---|------------------------------------|
| 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 of Round Rock's medians, rights-of-ways, parks and greenbelts on City properties, 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 July, 2017 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 YELLOWSTONE LANDSCAPE, whose offices are located at 10892 Shadow Wood Drive, Houston, TX 77043 (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 17-012, Class/Item: 988-36/988-75 dated April 2017 (“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 sixty (60) months from the effective date hereof.

C. Prices shall be firm for the duration of this Agreement. 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 17-012, Class/Item: 988-36/988-75 dated April 2017). 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

A. 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 nineteen (19) and twenty (20) ("Bid Form") of the attached Exhibit "A."

B. The City shall be authorized to pay the Services Provider an amount not-to-exceed **Five Hundred Thirty-Four Thousand Eight Hundred Thirty and 24/100 Dollars (\$534,830.24) per year** for the term of this Agreement.

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 set forth by in the “Insurance Requirements” documents on the City’s website at:

https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf

14.01 CITY'S REPRESENTATIVES

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

Mike Ackerman
Transportation Superintendent
212 Commerce Cove
Round Rock, Texas 78664
512-341-3304
mackerman@roundrocktexas.gov

Randy Gordon
Parks Manager
301 West Bagdad, Suite 250
Round Rock, Texas 78664
512-341-3340
rgordon@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

A. 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.

B. Services Provider acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Services Provider agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Services Provider agrees to comply with of the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the Services Provider agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

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:

Yellowstone Landscape
10892 Shadow Wood Drive
Houston, Texas 77043

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.

[Signatures on the following page.]

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: _____

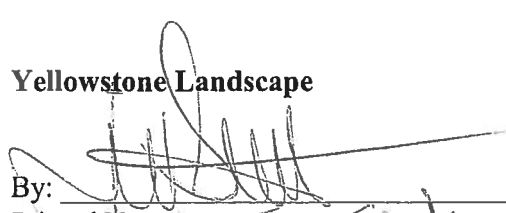
Attest:

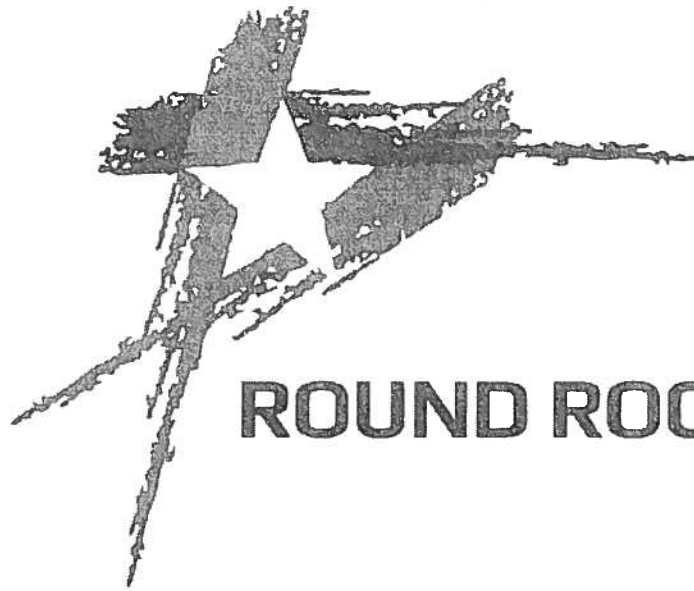
By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Yellowstone Landscape

By: 
Printed Name: Jim Sheets
Title: RVP - & GM
Date Signed: 7-12-17



ROUND ROCK TEXAS

City of Round Rock, Texas

Purchasing Division

221 East Main Street

Round Rock, Texas 78664-5299

www.roundrocktexas.gov

INVITATION FOR BID

GROUNDS MAINTENANCE SERVICES

Solicitation No. 17-012

APRIL 2017

Exhibit "A"

**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's medians, right-of-way's, parks and greenbelts 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 of Round Rock – Transportation and Parks and Recreation properties shall be clearly identified within this solicitation and herein referred to as "quadrant areas".

NOTE: Quadrant areas are identified beginning on pages 21 through pages 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:** Parks and Recreation Mowing Maps – Posted to City website
- 3.3 **Attachment C:** Respondent's Questionnaire
- 3.4 **Attachment D:** Respondent's Reference Sheet
- 3.5 **Attachment E:** Addendum Acknowledgement Form
- 3.6 **Attachment F:** Notice to Proceed – "Example"
- 3.7 **Attachment G:** Work Summary – "Example"

4. **CLARIFICATION:** For questions or clarification of specifications, you may contact:

Mike Schurwon, CPPB, CTPM
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:** The Vendor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Vendor is responsible for the Vendor's own acts and omissions. The Vendor shall:
 - 6.1. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Agreement;
 - 6.2. Require that all Subcontractors obtain and maintain, throughout the term of their agreement, primary insurance in the type and amounts specified for the Vendor, with the City being named as an additional insured; and
 - 6.3. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
 - 6.4. Awarded Contractor is required to submit a list of all subcontractors for approval by the City prior to use of any subcontractors.
7. **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:
 - 7.1. 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;
 - 7.2. 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;
 - 7.3. 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.
8. **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.
9. **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.

9.1. 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/>

9.2. Procedure to Request Increase:

9.2.1. 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**

9.2.2. 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.

10. AGREEMENT TERM: The terms of the awarded agreement shall be as follows:

10.1 The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.

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

10.3 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.

11. ACCEPTANCE: Acceptance inspection should not take more than five (5) working days. The vendor will be notified within this time frame if the services provided is not in full compliance with the project scope. If any service is canceled for non-acceptance, the needed equipment or service may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.

12. GROUND MAINTENANCE DEFINITIONS:

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

12.2 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.

- 12.3 Maintenance Schedule shall mean the time periods established for the service.
- 12.4 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.
- 12.5 **A typical cycle for:**
- 12.5.1 Medians and right of ways is 14 calendar days.
- 12.5.2 Parks and greenbelts is 14 calendar days.
- 12.6 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.
- 12.7 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
- 12.8 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**
- QUADRANT AREA ACREAGE ÷ NUMBER OF DAYS IN CYCLE = DAILY PRODUCTION RATE GOAL.**
- 12.9 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.
- 12.10 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.
- 12.11 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.
- 12.12 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.
- 12.13 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.
- 12.14 Scalping - Shall refer to any action resulting in the mowing of any turf area below a two (2") inch height down to and including the soil.
- 12.15 Shrub/Flower Beds - Shall mean any purposefully planted domestic, ornamental plant growth.
- 12.16 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.

- 12.17** 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.
- 12.18** 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.
- 12.19** 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.
- 12.20** Detention Pond - Storage of storm runoff for a controlled release during or immediately following a storm.
- 12.20.1** Off-site detention - A detention pond located outside the boundary of the area it serves.
- 12.20.2** On-site detention - A detention pond which is located within the specific site or subdivision it serves.
- 12.20.3** On-stream detention - The temporary storage of storm runoff behind embankments or dams located in a channel.
- 12.20.4** Regional detention - Detention facilities provided to control excess runoff based on a watershed-wide hydrologic analysis.
- 12.21** Drainage Channel - A channel built with unvarying cross section and constant bottom slope.
- 12.22** Park – Shall mean the area extending from property line to property line; that includes all recreational amenities (playgrounds, sport courts, etc), curbs, sidewalks, drainage swales, etc. within the boundary of the park. Grounds maintenance services for a park typically include the entire area of the park within the property line.
- 12.23** Greenbelt – Shall mean a linear park, typically along a creek or utility corridor, that includes a trail, recreational amenities, curbs, drainage features, etc. Grounds maintenance services for a greenbelt typically include areas left in a natural, non-maintained state to provide wildlife habitat.

PART II
SPECIFICATIONS

1. **SCOPE:** The City of Round Rock requests grounds maintenance services to be provided on the City's medians, right-of-way's, parks and greenbelt 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. A listing of the quadrant areas to be maintained are outlined on pages 21 – 25. Please refer to "corresponding Mapsco numbers" on pages 21 - 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.
 - 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) quadrant 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 quadrant areas assigned in the time allotted for each. Work started within a quadrant area shall be completed in consecutive days, per the schedule in the work authorization.
 - 5.1. Start date for grounds maintenance services will be coordinated between the City Transportation Superintendent and Contractor upon award of a contract.
 - 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 quadrant area shall be completed. A typical maintenance cycle for Quadrant 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:
QUADRANT 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 maintenance cycle 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 quadrant 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 quadrant 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. **GROUNDS MAINTENANCE:** Upon receipt of work authorization, all quadrant areas shall be maintained as follows:

- 6.1.** Trimming shall mean the cutting or removal of all plant material immediately adjacent to or under quadrant 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 2 - 2-1/2 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 2 - 2-1/2 inches. Quadrant 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.
- 7.2.** No scalping shall occur. Scalping shall mean any action resulting in the mowing of any turf area below a two-inch (2") height down to and including the soil.
- 7.3.** 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.
- 7.4.** 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.
- 7.5.** 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 2 – 2-1/2". If an area is maintained by a homeowner, the successful Respondent shall not mow that area.
- 7.6.** 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 Quadrant 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 Quadrant 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, Quadrant 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 Quadrant 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 Quadrant area after services are performed.

- 10. FERTILIZERS:** No fertilizers are required within this scope of work.

- 11. DAMAGE:** The Respondent shall be responsible for damage to the City's equipment or property, the workplace and its contents by its work, negligence in work, its personnel and equipment. The Vendor

shall be responsible and liable for the safety; injury and health of its working personnel while its employees are performing service work.

- 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 quadrant areas. Observed tree damage or damage to properties, structures and utilities shall be documented to the City prior to beginning any Services. Quadrant 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 quadrant 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 quadrant area. The Work Authorization shall;
- 17.2. Be issued before work is to begin in the specified quadrant area and shall follow the schedule of maintenance cycles as closely as possible.
- 17.3. Consist of a written list of quadrant 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. 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.
- 17.6. 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 21 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.

The City's designated representative shall be:

**Mike Ackerman
Transportation Superintendent
City of Round Rock – Transportation Services**

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 | DATES |
|--|-----------------------------|
| Solicitation released | April 24, 2017 |
| Pre-Bid Conference | May 2, 2017 @ 11:00 a.m. |
| Deadline for submission of questions | May 8, 2017 @ 5:00 PM, CST |
| City responses to questions or addendums | May 10, 2017 @ 5:00 PM, CST |
| Deadline for submission of responses | May 16, 2017 @ 3:00 PM, CST |

All questions regarding the solicitation shall be submitted in writing by May 8, 2017, at 5:00 p.m., CST on the due date noted above to: Mike Schurwon, CPPB, CTPM, Purchasing Department at: mschurwon@roundrocktexas.gov

A copy of all the questions submitted and the City's response to the questions shall be posted on the City's webpage by May 10, 2017, at 5:00 p.m. in the form of an addendum at:

<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>

NOTE: 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 for any updates pertaining to the solicitation described herein at:

<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>

Various updates may include addendums, 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. **PRE-BID MEETING / SITE VISIT AND INSPECTION**: A pre-bid solicitation meeting/site visit, and inspection will be conducted to fully acquaint respondents with the facilities, difficulties and/or restrictions inherent in the services specified. The pre-solicitation meeting / site visit will be conducted on the date specified in the schedule of events (Part III, Section 1).

- 3.1. Attendance at the pre-bid solicitation meeting/site visit, and inspection is optional. Respondents shall sign-in at the pre-bid solicitation meeting/site visit, and inspection to document their attendance. For site visits, please contact Mike Ackerman, Transportation Superintendent, via telephone at (512) 341-3304 or email at: mackerman@roundrocktexas.gov

NOTE: All prospective bidder(s) are highly encouraged to attend the pre-bid solicitation meeting on Tuesday, May 2, 2017 @ 11:00 a.m. at:

City of Round Rock
City Hall – Council Chamber, 1st Floor
221 E. Main Street
Round Rock, Texas 78664

- 3.2. Respondents will be responsible for their own transportation for the site visit tour.

- 3.3. Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-solicitation meeting / site visit.
- 3.4. 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 16, 2017, 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
Purchasing Department
221 E. Main Street
1st Floor Receptionist Desk
Round Rock, Texas 78664-5299**
 - 4.1. Sealed responses shall be clearly marked on the outside of packaging with the Company name, Solicitation number (IFB No. 17-012), title (Grounds Maintenance Services), and due date and time.
 - 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 bidder's goods and services;
 - 5.4. The extent to which the goods and services meet the City's needs;
 - 5.5. Bidder's past performance with the City;
 - 5.6. The total long-term cost to the City to acquire the bidder's goods or services; and
 - 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 may choose not to award an Agreement. Split awards between vendors may be made at the sole discretion of the City. The City reserves the right to enter into an agreement or a purchase order with a single award, split awards, 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:

<https://www.roundrocktexas.gov/departments/purchasing/purchasing-closed-solicitations/>

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 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 five (5) copies of the response requirements including any required attachments and one (1) electronic copy of IFB response on flash drive. 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 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 Attachment A: Bid Sheet Form 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 C: 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 D: 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 E: 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:

https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf

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:
https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf
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:
https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_t_c_revised_07.2011.pdf
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.

Grounds Maintenance Services
IFB No. 17-012
Class/Item: 988-36 / 988-75
April 2017

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

| | | | |
|---------------------------------|---|-------------------------------|---|
| SOLICITATION INFORMATION | Solicitation Number: 17-012 Solicitation Name: Grounds Maintenance Services Opening Date: May 16, 2017 Opening Time: On or Before 3:00 p.m. CST Opening Location: City of Round Rock City Hall 221 E. Main Street Round Rock, TX 78664 | RESPONDENT INFORMATION | Tax ID Number: 76-0340243 Business Name: Yellowstone Landscape Address: 10892 Shadow Wood dr, Address: Houston TX 77043 Contact: Chris Cathey Telephone: (281) 808-0357 E-mail: ccathey@yellowstonelandscape.com Website: www.yellowstonelandscape.com |
|---------------------------------|---|-------------------------------|---|

| | |
|--|---|
| 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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No ARE YOU REGISTERED WITH VENDOR CENTRAL? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Register at: https://roundrock.munisselfservice.com/Vendors/default.aspx | |

| Item # | Description | Quantity | Unit of Measure | Unit Price | Extended Price |
|---|---|----------|-----------------|--------------|----------------|
| TRANSPORTATION MOWING – Includes Quadrants 1 – 4 and Supplemental Mowing as follows: | | | | | |
| 1 | Transportation - Quadrant 1 Cost per Acre \$ <u>70.11</u> x 62.35 acres = 1 cycle | 24 | Cycles | \$ 4,371.36 | \$ 104,912.64 |
| 2 | Transportation - Quadrant 2 Cost per Acre \$ <u>70.56</u> x 69.38 acres = 1 cycle | 24 | Cycles | \$ 4,895.45 | \$ 117,490.80 |
| 3 | Transportation - Quadrant 3 Cost per Acre \$ <u>71.12</u> x 24.43 acres = 1 cycle | 24 | Cycles | \$ 1,737.46 | \$ 41,699.04 |
| 4 | Transportation – Quadrant 4 Cost per Acre \$ <u>73.17</u> x 8.5 acres = 1 cycle | 24 | Cycles | \$ 621.95 | \$ 14,926.80 |
| 5 | Transportation – Quadrants 1, 2, 3, & 4 Cost per Acre \$ <u>70.07</u> x 23.64 acres = 1 cycle | 24 | Cycles | \$ 1,656.45 | \$ 39,754.80 |
| 6 | Transportation – Supplemental Mowing Cost per Acre \$ <u>66.53</u> x 200 acres = 1 cycle | 2 | Cycles | \$ 13,306.00 | \$ 26,612.00 |
| TRANSPORTATION - EXTENDED SUB-TOTAL PRICE: \$ 345,396.08 | | | | | |

Grounds Maintenance Services
IFB No. 17-012
Class/Item: 988-36 / 988-75
April 2017

**ATTACHMENT A: BID FORM
(CONTINUED)**

PARKS AND RECREATION – Includes Quadrants 1 – 4 as follows:

| Item # | Description | Quantity | Unit of Measure | Unit Price | Extended Price |
|--------|--|----------|-----------------|-------------|----------------|
| 7 | Parks & Recreation - Quadrant 1 Cost per Acre \$ <u>56.81</u> x 38.39 acres = 1 cycle | 24 | Cycles | \$ 2,180.94 | \$ 52,342.56 |
| 8 | Parks & Recreation - Quadrant 2 Cost per Acre \$ <u>60.32</u> x 15.22 acres = 1 cycle | 24 | Cycles | \$ 918.07 | \$ 22,033.68 |
| 9 | Parks & Recreation - Quadrant 3 Cost per Acre \$ <u>55.56</u> x 59.63 acres = 1 cycle | 24 | Cycles | \$ 3,313.04 | \$ 79,512.96 |
| 10 | Parks & Recreation – Quadrant 4 Cost per Acre \$ <u>61.71</u> x 24.00 acres = 1 cycle | 24 | Cycles | \$ 1,481.04 | \$ 35,544.96 |

PARKS & RECREATION - EXTENDED SUB-TOTAL PRICE: \$ 189,434.16

TRANSPORTATION AND PARKS & RECREATION TOTAL EXTENDED PRICE: 534,830.24

NOTE: A typical cycle is 14 calendar days for Quadrants 1 – 4.

*** Refer to itemized list of locations for Parks and Recreation.**

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 five (5) copies of response.

Chris Cathey

Printed Name

Failure to sign response will disqualify response.

Authorized Signature

5/15/17

Date

Grounds Maintenance Services
IFB No. 17-012
Class/Item: 988-36 / 988-75
April 2017

| IFB No. 17-012 - Grounds Maintenance Services | | | | | |
|--|-------|-------------|------------|----------|-----------------|
| Transportation | | | | | |
| Description | Acres | Cycles/Year | Acres/Year | Quadrant | Mapsco Grid |
| Transportation - Quadrant 1 | | | | | |
| University Blvd - Oakmont to FM 1460 | 4.25 | 24 | 102 | 1 | 346,347 |
| Hidden Acres - Grimes to Subdivision | 0.25 | 24 | 6 | 1 | 377 |
| Timberline - Grimes to Subdivision | 0.5 | 24 | 12 | 1 | 377 |
| College Park - University to Avery Nelson | 2.5 | 24 | 60 | 1 | 347 |
| Bowman - IH-35 to A.W. Grimes (Water Tank Lot) | 8 | 24 | 192 | 1 | 376,377 |
| Bowman Rd Ditches North Side | 5 | 24 | 120 | 1 | 376,377 |
| Sunrise Rd - University to Hwy 79 | 8 | 24 | 192 | 1 | 346,376 |
| Red Bud - CR 117 to Hwy 79 | 9 | 24 | 216 | 1 | 348,378 |
| Seton Pkwy | 3.5 | 24 | 84 | 1 | 347 |
| Medical Center Pkwy | 0.5 | 24 | 12 | 1 | 347 |
| Old Settler Blvd - IH 35 to Red Bud | 14 | 24 | 336 | 1 | 376,377,347,348 |
| Greenhill Dr. | 0.5 | 24 | 12 | 1 | 376 |
| Commerce and Enterprise Areas | 5.67 | 24 | 136.08 | 1 | 376 |
| Provident Ln (Curb to Fence) | 0.68 | 24 | 16.32 | 1 | 377 |
| Total: | 62.35 | | 1496.40 | | |

| IFB No. 17-012 - Grounds Maintenance Services | | | | | |
|--|------|----|-----|---|-------------|
| Transportation | | | | | |
| Transportation - Quadrant 2 | | | | | |
| Greenlawn Blvd -Hwy 45 Frontage to IH 35 Frontage | 7 | 24 | 168 | 2 | 406,407 |
| Greenlawn Blvd - Zephyr to Dell Campus | 2 | 24 | 48 | 2 | 407 |
| Pflugerville Pkwy - Greenlawn to City Limits | 1 | 24 | 24 | 2 | 407 |
| Kenny Ft. - Chandler Creek to Forest Creek | 6 | 24 | 144 | 2 | 377,407 |
| Red Bud - Gattis School Rd. to Hwy 79 | 4 | 24 | 96 | 2 | 378,408 |
| South Mays - Hwy 79 to Hesters Crossing | 3 | 24 | 72 | 2 | 376,406 |
| Double Creek - Hwy 45 to Forest Creek | 1.75 | 24 | 42 | 2 | 407 |
| High Country - Gattis School to Hwy 45 | 1.75 | 24 | 42 | 2 | 408 |
| Gattis School Rd. - IH 35 to Red Bud | 4.5 | 24 | 108 | 2 | 406,407,408 |
| A.W. Grimes - Hwy 79 to Hwy 45 | 7 | 24 | 168 | 2 | 377,407 |
| A.W. Grimes - Hwy 45 to City Limits | 0.5 | 24 | 12 | 2 | 407 |
| Alley between Zephyr and Stratford | 0.25 | 24 | 6 | 2 | 407 |
| Dell Way - Mays to Dell center | 0.5 | 24 | 12 | 2 | 406,407 |
| Rusk Rd | 1 | 24 | 24 | 2 | 407 |
| Forest Creek - Pieces not done by HOA | 2 | 24 | 48 | 2 | 407 |
| RR Proper (Austin, Liberty, Stone, Lewis, Spring, Milam) | 4.5 | 24 | 108 | 2 | 376 |
| Meister | 3.75 | 24 | 90 | 2 | 407 |

Grounds Maintenance Services
 IFB No. 17-012
 Class/Item: 988-36 / 988-75
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| IFB No. 17-012 - Grounds Maintenance Services | | | | | |
|---|-------|----|---------|---|---------|
| Transportation | | | | | |
| Quadrant 2 - Continued | | | | | |
| Transportation - Quadrant 2 | | | | | |
| Ray Berglund - Double Creek to Dead End | 1.5 | 24 | 36 | 2 | 407 |
| 620 / IH 35 and Round Rock Avenue | 2.09 | 24 | 50.16 | 2 | 376 |
| Dell Way | 9.79 | 24 | 234.96 | 2 | 406,407 |
| Old Gypsum Yard Site | 0.5 | 24 | 12 | 2 | 406 |
| Kenny Ft. - Old Settlers Blvd. and the Park Entry Rd. | 5.00 | 24 | 120 | 2 | 347 |
| Total: | 69.38 | | 1665.12 | | |

| IFB No. 17-012 - Grounds Maintenance Services | | | | | |
|---|-------|----|--------|---|---------|
| Transportation | | | | | |
| Transportation - Quadrant 3 | | | | | |
| Deepwood Dr - Hwy 620 to Oakridge | 2.5 | 24 | 60 | 3 | 376,406 |
| Mcneil Rd. - Florence St to City Limits | 6.25 | 24 | 150 | 3 | 406 |
| Smeyers Ln | 2.25 | 24 | 54 | 3 | 375 |
| Oakwood Blvd (Islands and Row) | 0.25 | 24 | 6 | 3 | 375 |
| Clark St | 0.75 | 24 | 18 | 3 | 376 |
| CR 172 | 4.5 | 24 | 108 | 3 | 406 |
| Hesters Crossing - Rawhide to Dry Creek | 0.25 | 24 | 6 | 3 | 406 |
| Hesters Crossing - Island at IH 35 frontage | 0.25 | 24 | 6 | 3 | 406 |
| Oakridge Dr. | 0.25 | 24 | 6 | 3 | 406 |
| Parker Dr | 0.25 | 24 | 6 | 3 | 406 |
| Sam Bass Rd - 3406 to IH 35 | 2.25 | 24 | 54 | 3 | 375,376 |
| Creek Bend - Sam Bass to to Wyoming Springs | 2.5 | 24 | 60 | 3 | 375 |
| Somerset - Sam Bass to Peachtree Valley | 0.25 | 24 | 6 | 3 | 376 |
| Lake Creek (School Row) | 0.75 | 24 | 18 | 3 | 406 |
| Creekbend Blvd (Old Section) | 1.18 | 24 | 28.32 | 3 | 375 |
| Total: | 24.43 | | 586.32 | | |

| IFB No. 17-012 - Grounds Maintenance Services | | | | | |
|--|-----|----|-----|---|---------|
| Transportation | | | | | |
| Transportation - Quadrant 4 | | | | | |
| Chisholm Trail - Sam Bass to IH 35 Frontage | 5 | 24 | 120 | 4 | 346,376 |
| Sports Center ROW | 0.5 | 24 | 12 | 4 | 376 |
| Chisholm Pkwy - IH 35 frontage to Chisholm Trail | 1 | 24 | 24 | 4 | 376 |
| Creek Bend Dr - FM 3406 to West end | 2 | 24 | 48 | 4 | 375 |
| Total: | 8.5 | | 204 | | |

Grounds Maintenance Services
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 Class/Item: 988-36 / 988-75
 April 2017

| IFB No. 17-012 - Grounds Maintenance Services | | | | | |
|---|-------|----|--------|---------|-----|
| Transportation | | | | | |
| Transportation - Quadrants 1, 2, 3, & 4 | | | | | |
| IH 35 / 79 - Mays / 79 interchange and areas | 23.64 | 24 | 567.36 | 1,2,3,4 | 376 |
| Total: | 23.64 | | 567.36 | | |

| IFB No. 17-012 - Grounds Maintenance Services | | | | | |
|---|-------|---|---------|-----|-----|
| Transportation | | | | | |
| Transportation - Supplemental Mowing | | | | | |
| Hwy 79 ROW | 200 | 2 | 400 | 1,2 | 377 |
| Total: | 200 | | 400 | | |
| | | | | | |
| SUB-TOTAL: TRANSPORTATION | 383.3 | | 4919.20 | | |

Grounds Maintenance Services
IFB No. 17-012
Class/Item: 988-36 / 988-75
April 2017

| IFB No. 17-012 - Grounds Maintenance Services | | | | | |
|---|-------|----|--------|---|---------|
| Parks & Recreation | | | | | |
| Parks & Recreation - Quadrant 1 | | | | | |
| Bowman Park | 8.77 | 24 | 210.48 | 1 | 376 |
| Eagle Ridge | 3.54 | 24 | 84.96 | 1 | 346 |
| Jester Farms Greenbelt | 4.3 | 24 | 103.2 | 1 | 376,377 |
| Rock Hollow Park | 10.57 | 24 | 253.68 | 1 | 377 |
| Ryan's Crossing / Dell Diamond Greenbelts | 4.58 | 24 | 109.92 | 1 | 377,378 |
| Settlement Park | 1.08 | 24 | 25.92 | 1 | 376 |
| University Village Park | 3.81 | 24 | 91.44 | 1 | 347 |
| Legends Village Areas 1 & 2 | 1.74 | 24 | 41.76 | 1 | 377 |
| Total: | 38.39 | | 921.36 | | |

| IFB No. 17-012 - Grounds Maintenance Services | | | | | |
|---|-------|----|--------|---|-----|
| Parks & Recreation | | | | | |
| Parks & Recreation - Quadrant 2 | | | | | |
| Bradford Park | 5.3 | 24 | 127.2 | 2 | 408 |
| High Country Park | 8.28 | 24 | 198.72 | 2 | 108 |
| Southcreek Greenbelt | 0.5 | 24 | 12 | 2 | 407 |
| Food Trailer Ct. (Next to 416 N. Mays) | 1.14 | 24 | 27.36 | 2 | 376 |
| Total: | 15.22 | | 365.28 | | |

| IFB No. 17-012 - Grounds Maintenance Services | | | | | |
|---|-------|----|----------|---|-----|
| Parks & Recreation | | | | | |
| Parks & Recreation - Quadrant 3 | | | | | |
| Creekmont Park (West Creek Loop) | 2.29 | 24 | 54.96 | 3 | 406 |
| Frontier Park | 7.5 | 24 | 180 | 3 | 406 |
| RR West Electrical Easement | 18 | 24 | 432 | 3 | 406 |
| Somerset Park | 9.04 | 24 | 216.96 | 3 | 376 |
| St. Williams Lp | 4.5 | 24 | 108 | 3 | 406 |
| Woods Greenbelt | 18.3 | 24 | 439.2 | 3 | 376 |
| Total: | 59.63 | | 1,431.12 | | |

Grounds Maintenance Services
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 April 2017

| IFB No. 17-012 - Grounds Maintenance Services | | | | | |
|---|--------|----|---------|---|-----|
| Parks & Recreation | | | | | |
| Parks & Recreation - Quadrant 4 | | | | | |
| Behrens Ranch Park (designated areas) | 2.6 | 24 | 62.4 | 4 | 375 |
| Hidden Glen Park | 21.4 | 24 | 513.6 | 4 | 346 |
| Total: | 24 | | 576 | | |
| SUB-TOTAL: PARKS & RECREATION | 137.24 | | 3293.76 | | |
| | | | | | |
| TOTAL: TRANSPORTATION AND PARKS & RECREATION | 520.54 | | 8212.96 | | |

Grounds Maintenance Services
IFB No. 17-012
Class/Item: 988-36 / 988-75
April 2017

**ATTACHMENT B
PARKS AND RECREATION
MOWING MAPS**



PARD Mowing
Maps_2017 04 03.pd

NOTE: PARD mowing map will be posted separately to the City of Round Rock website as Attachment B at:

<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>

Grounds Maintenance Services
IFB No. 17-012
Class/Item: 988-36 / 988-75
April 2017

ATTACHMENT C:
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 Yellowstone Landscape

PHYSICAL ADDRESS OF EQUIPMENT 10892 Shadow Wood dr, Houston TX 77043

TELEPHONE (281) 808-0357 FAX (713) 714-5151

EMAIL ccathey@yellowstonelandscape.com DATE 5/15/17

State the number of years your firm has provided grounds maintenance and mowing services 35 / years.

State the number of employees who will be designated to work on this contract: 8-9 employees

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):

See attached

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

Grounds Maintenance Services
IFB No. 17-012
Class/Item: 988-36 / 988-75
April 2017

**ATTACHMENT D:
RESPONDENT'S REFERENCE SHEET**

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 17-012

RESPONDENT'S NAME: Yellowstone Landscape DATE: 5/15/17

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 | See attached |
| | Name of Contact | |
| | Title of Contact | |
| | E-Mail Address | |
| | Present Address | |
| | City, State, Zip Code | |
| | Telephone Number | () Fax Number: () |

2. Company's Name See attached

Name of Contact _____

Title of Contact _____

E-Mail Address _____

Present Address _____

City, State, Zip Code _____

Telephone Number () Fax Number: ()

| | |
|-----------------------|------------------------------------|
| 3. Company's Name | See attached |
| Name of Contact | |
| Title of Contact | |
| E-Mail Address | |
| Present Address | |
| City, State, Zip Code | |
| Telephone Number | () Fax Number: () |

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

Grounds Maintenance Services
IFB No. 17-012
Class/Item: 988-36 / 988-75
April 2017

ATTACHMENT E
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 #: 1 **Dated:** Wednesday, May 10, 2017

Addendum #: _____ Dated: _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Respondent (Company): Yellowstone Landscape

Signature (in ink): 100

Name (Typed/printed): Chris Cathey

Title: Account Consultant **Date:** 5/15/17



References

Company: Harris County Pct. 2
Contact: Ed Stewart
Address: 1001 Preston
Houston, TX 77002
Phone Number: 832-274-8011
Operation: ROW Mowing & Parks Maintenance
Years of Service: 10+ Years

Company: Ft. Bend County
Contact: Mike Davis
Address: 9555 Highway 6
Missouri City, TX 77459
Phone Number: 281-642-3716
Operation: Trail/Pathway Maintenance
Years of Service: 5 years

Company Name: City of Missouri City
Contact: Randy Troxell
Address: 1522 Texas Parkway
Missouri City, TX 77489
Phone Number: 281-403-8631
Operation: ROW and Park Landscape Maintenance
Years of Service: 10+ years



Job No. 17-012

Plan of Action

This project will require 8-9 employees

- 1 Supervisor**
- 2 Foreman**
- 6 Laborers**

**This will require each crew member to cover 6.73 acres a day for 10 work days.
Each crew, 1 Foreman and 3 laborers, will be equipped with**

- 1 72-in out-front rotary mower**
- 1 60-in out-front rotary mower**
- 2 gas powered blowers**
- 4 gas powered string trimmers**
- 2 gas powered edger's**
- 1 truck & trailer for equipment transport.**

| YEAR | ITEM | MFG | POWERED | DESCRIPTION | MODEL | DEPT | BRANCH | SERIAL II |
|------|-------------------|-----------|-----------|---------------------------------|---|------|--------|-----------|
| 2015 | 4-WHEELER | KUBOTA | DIESEL | RTV WITH SPRAY RIG AND SPREADER | RTV1140CP X-H ATV-4WD-D SPRAY C50632 SPREADER V4403 | MA | NO | AC |
| 1998 | 4-WHEELER-MULE | KAWASA KI | GAS | MULE-45-DA14 | KAF300-C2 | MA | NO | 1 |
| 2014 | 4-WHEELER-RTV1140 | KUBOTA | DIESEL | FOUR WHEELER 45-4667 | RTV1140CP 4WD ATV | MA | NO | |
| 2011 | AERATOR | TORO | HYDRAULIC | PROCORE AERATOR-45-0131 | PROCORE 864-09715 | MA | NO | |
| 1999 | AERATOR | LESCO | GAS | RYAN AERATOR--45-6135 | 6135 544883A | MA | NO | AC |
| 2015 | AUGER, SOIL | STIHL | GAS | HAND HELD | BT130 | MA | NO | |
| 2009 | BED EDGER | BROWN | GAS | BED EDGER-45-3322 | BROWN | MA | NO | |
| 2015 | BLOWER | BUFFALO | GAS | TURBINE STREET-45-3960 | BT-CKB3 | MA | NO | |
| 2015 | BLOWER | STIHL | GAS | BLOWER | BR430 | MA | CE | |
| 2015 | BLOWER | STIHL | GAS | BLOWER | BR430 | MA | CE | |
| 2015 | BLOWER | STIHL | GAS | BLOWER | BR430 | MA | CE | |
| 2015 | BLOWER | STIHL | GAS | BLOWER | BR430 | MA | CE | |
| 2015 | BLOWER | STIHL | GAS | BLOWER | BR430 | MA | CE | |
| 2015 | BLOWER | STIHL | GAS | BLOWER | BR430 | MA | CE | |
| 2015 | BLOWER | STIHL | GAS | BLOWER | BR430 | MA | CE | |
| 2015 | BLOWER | STIHL | GAS | BLOWER | BR430 | MA | CE | |
| 2015 | BLOWER | STIHL | GAS | BLOWER | BR430 | MA | CE | |
| 2015 | BLOWER | STIHL | GAS | BLOWER | BR430 | MA | CE | |
| 2015 | BLOWER | STIHL | GAS | BLOWER | BR430 | MA | CE | |
| 2015 | BLOWER | STIHL | GAS | BLOWER | BR430 | MA | CE | |
| 2015 | BLOWER | STIHL | GAS | BLOWER | BR430 | MA | CE | |
| 2015 | BLOWER | STIHL | GAS | BLOWER | BR430 | MA | CE | |
| 2015 | BLOWER | STIHL | GAS | BLOWER | BR430 | MA | CE | |
| 2015 | BLOWER | STIHL | GAS | BLOWER | BR430 | MA | CE | |
| 2015 | BLOWER | STIHL | GAS | BLOWER | BR430 | MA | CE | |
| 2015 | BLOWER | STIHL | GAS | BLOWER | BR430 | MA | CE | |
| 2015 | BLOWER | STIHL | GAS | BLOWER | BR430 | MA | CE | |
| 2015 | BLOWER | STIHL | GAS | BLOWER | BR430 | MA | CE | |
| 2015 | BLOWER | STIHL | GAS | BLOWER | BR430 | MA | CE | |
| 2015 | BLOWER | STIHL | GAS | BLOWER | BR430 | MA | CE | |

Exhibit "A"

| | | | | | | | | | |
|------|--------|---------|-----|----------------------------|---------|----|----|--|-----------------|
| 2012 | BLOWER | STIHL | GAS | BLOWER | BR430 | MA | CE | | |
| 2012 | BLOWER | STIHL | GAS | BLOWER | BR430 | MA | CE | | |
| 2012 | BLOWER | STIHL | GAS | BLOWER | BR430 | MA | CE | | |
| 2012 | BLOWER | STIHL | GAS | BLOWER | BR430 | MA | CE | | |
| 2012 | BLOWER | STIHL | GAS | BLOWER | BR430 | MA | CE | | |
| 2012 | BLOWER | STIHL | GAS | BLOWER | BR430 | MA | CE | | |
| 2012 | BLOWER | STIHL | GAS | BLOWER | BR430 | MA | NO | | |
| 2012 | BLOWER | STIHL | GAS | BLOWER | BR430 | MA | NO | | |
| 2012 | BLOWER | STIHL | GAS | BLOWER | BR430 | MA | CE | | |
| 2012 | BLOWER | STIHL | GAS | BLOWER | BR430 | MA | CE | | |
| 2012 | BLOWER | STIHL | GAS | BLOWER | BR430 | MA | CE | | |
| 2010 | BLOWER | BUFFALO | GAS | TURBINE STREET- 45-3876 | BT-CKB3 | MA | NO | | |
| 2010 | BLOWER | BUFFALO | GAS | TURBINE STREET- 45-4434 | BT-CKB3 | MA | NO | | |
| 2012 | BLOWER | STIHL | GAS | BLOWER | BR430 | MA | CE | | IRRIGATORSUPPLY |
| 2012 | BLOWER | STIHL | GAS | BLOWER | BR430 | MA | CE | | IRRIGATORSUPPLY |
| 2012 | BLOWER | STIHL | GAS | BLOWER | BR430 | MA | NO | | IRRIGATORSUPPLY |
| 2012 | BLOWER | STIHL | GAS | BLOWER | BR430 | MA | NO | | IRRIGATORSUPPLY |
| 2011 | BLOWER | STIHL | GAS | BLOWER | BR430 | MA | NO | | IRRIGATORSUPPLY |
| 2011 | BLOWER | STIHL | GAS | BLOWER | BR420 | MA | NO | | RICHARDSON |
| 2011 | BLOWER | STIHL | GAS | BLOWER | BR420 | MA | NO | | RICHARDSON |
| 2011 | BLOWER | STIHL | GAS | BLOWER | BR420 | MA | CE | | |
| 2011 | BLOWER | STIHL | GAS | BLOWER | BR420 | MA | CE | | |
| 2011 | BLOWER | STIHL | GAS | BLOWER | BR420 | MA | NO | | |
| 2011 | BLOWER | STIHL | GAS | BLOWER | BR420 | MA | CE | | |
| 2011 | BLOWER | STIHL | GAS | BLOWER | BR420 | MA | NO | | |
| 2011 | BLOWER | STIHL | GAS | BLOWER | BR420 | MA | CE | | |
| 2011 | BLOWER | STIHL | GAS | BLOWER | BR420 | MA | NO | | |
| 2011 | BLOWER | STIHL | GAS | BLOWER | BR420 | MA | CE | | |
| 2011 | BLOWER | STIHL | GAS | BLOWER | BR420 | MA | NO | | |
| 2011 | BLOWER | STIHL | GAS | BLOWER | BR420 | MA | CE | | |
| 2011 | BLOWER | STIHL | GAS | BLOWER | BR420 | MA | NO | | |
| 2011 | BLOWER | STIHL | GAS | BLOWER | BR420 | MA | CE | | |
| 2011 | BLOWER | STIHL | GAS | BLOWER | BR420 | MA | NO | | |
| 2011 | BLOWER | STIHL | GAS | BLOWER | BR420 | MA | NO | | |
| 2011 | BLOWER | STIHL | GAS | BLOWER | BR420 | MA | NO | | |
| 2010 | BLOWER | STIHL | GAS | BLOWER | BR420 | MA | NO | | |

Exhibit "A"

[illegible]

| | | | | | | | | |
|------|------------------|---------|----------|------------------|-----------|----|----|------------|
| 2013 | CHAINSAW | STIHL | GAS | CHAINSAW | MS250 | MA | CE | |
| 2012 | CHAINSAW | STIHL | GAS | CHAINSAW | MS250 | MA | CE | |
| 2012 | CHAINSAW | STIHL | GAS | CHAINSAW | MS250 | MA | CE | |
| 2012 | CHAINSAW | STIHL | GAS | CHAINSAW | MS211 | MA | NO | OUTDOOREQ |
| 2012 | CHAINSAW | STIHL | GAS | CHAINSAW | MS192TC-E | MA | NO | OUTDOOREQ |
| 2012 | CHAINSAW | STIHL | GAS | CHAINSAW | MS250 | MA | NO | OUTDOOREQ |
| 2012 | CHAINSAW | STIHL | GAS | CYPRESS | MS261-16 | MA | CE | RICHARDSON |
| 2013 | CHAINSAW POLED | STIHL | GAS | POLE PRUNER | HT131 | MA | CE | |
| 2012 | CHAINSAW POLED | STIHL | GAS | POLE PRUNER | HT131 | MA | CE | |
| 2012 | CHAINSAW POLED | STIHL | GAS | POLE PRUNER | HT131 | MA | NO | OUTDOOREQ |
| 2012 | CHAINSAW POLED | STIHL | GAS | POLE | HT101 | MA | NO | |
| 2011 | CHAINSAW POLED | STIHL | GAS | POLE | HT101 | MA | CE | |
| 2011 | CONTAINER | NEDLAND | MANUAL | 20YD 14FT | EZ20 | MA | NO | |
| 2011 | CONTAINER | NEDLAND | MANUAL | 20YD 14FT | EZ20 | MA | NO | |
| 2011 | CONTAINER | NEDLAND | MANUAL | 20YD 14FT | EZ20 | MA | NO | |
| 2011 | CONTAINER | NEDLAND | MANUAL | 20YD 14FT | EZ20 | MA | NO | |
| 2011 | CONTAINER | NEDLAND | MANUAL | 20YD 14FT | EZ20 | MA | NO | |
| 2013 | CULTIVATOR, MINI | STIHL | GAS | HAND HELD TILLER | MM55 | MA | NO | |
| 2013 | CULTIVATOR, MINI | STIHL | GAS | HAND HELD TILLER | MM55 | MA | CE | |
| 2013 | CULTIVATOR, MINI | STIHL | GAS | HAND HELD TILLER | MM55 | MA | CE | |
| 2008 | DRILL | NORTH | ELECTRIC | 1/2" | BIO | MA | CE | |
| 2015 | EDGER | STIHL | GAS | EDGER | FC90 | MA | CE | |
| 2015 | EDGER | STIHL | GAS | EDGER | FC90 | MA | CE | |
| 2015 | EDGER | STIHL | GAS | EDGER | FC90 | MA | CE | |
| 2015 | EDGER | STIHL | GAS | EDGER | FC90 | MA | CE | |
| 2015 | EDGER | STIHL | GAS | EDGER | FC90 | MA | CE | |
| 2015 | EDGER | STIHL | GAS | EDGER | FC90 | MA | CE | |
| 2015 | EDGER | STIHL | GAS | EDGER | FC90 | MA | CE | |
| 2015 | EDGER | STIHL | GAS | EDGER | FC90 | MA | CE | |
| 2015 | EDGER | STIHL | GAS | EDGER | FC90 | MA | CE | |
| 2015 | EDGER | STIHL | GAS | EDGER | FC90 | MA | CE | |

Exhibit "A"

| | | | | | | | | |
|------|-------|-------|-----|----------|-------|----|----|-----------------|
| 2013 | EDGER | STIHL | GAS | EDGER | FC90 | MA | CE | |
| 2013 | EDGER | STIHL | GAS | EDGER | FC90 | MA | NO | |
| 2013 | EDGER | STIHL | GAS | EDGER | FC90 | MA | CE | |
| 2013 | EDGER | STIHL | GAS | EDGER | FC90 | MA | NO | |
| 2013 | EDGER | STIHL | GAS | EDGER | FC90 | MA | NO | |
| 2013 | EDGER | STIHL | GAS | EDGER | FC90 | MA | NO | |
| 2012 | EDGER | STIHL | GAS | EDGER | FC90 | MA | CE | |
| 2012 | EDGER | STIHL | GAS | EDGER | FC90 | MA | CE | |
| 2012 | EDGER | STIHL | GAS | EDGER | FC90 | MA | CE | |
| 2012 | EDGER | STIHL | GAS | EDGER | FC90 | MA | CE | |
| 2012 | EDGER | STIHL | GAS | EDGER | FC90 | MA | NO | |
| 2012 | EDGER | STIHL | GAS | EDGER | FC90 | MA | NO | |
| 2012 | EDGER | STIHL | GAS | EDGER | FC90 | MA | NO | |
| 2012 | EDGER | STIHL | GAS | EDGER | FC90 | MA | CE | |
| 2012 | EDGER | STIHL | GAS | WEDEATER | FS90R | MA | CE | |
| 2011 | EDGER | STIHL | GAS | EDGER | FC90 | MA | CE | IRRIGATORSUPPLY |
| 2011 | EDGER | STIHL | GAS | EDGER | FC90 | MA | CE | |
| 2011 | EDGER | STIHL | GAS | EDGER | FC95C | MA | CE | |
| 2011 | EDGER | STIHL | GAS | EDGER | FC95C | MA | CE | |
| 2011 | EDGER | STIHL | GAS | EDGER | FC90 | MA | NO | |
| 2011 | EDGER | STIHL | GAS | EDGER | FC90 | MA | CE | |
| 2011 | EDGER | STIHL | GAS | EDGER | FC90 | MA | CE | |
| 2011 | EDGER | STIHL | GAS | EDGER | FC90 | MA | CE | |
| 2011 | EDGER | STIHL | GAS | EDGER | FC90 | MA | CE | |
| 2011 | EDGER | STIHL | GAS | EDGER | FC90 | MA | CE | |
| 2010 | EDGER | STIHL | GAS | EDGER | FC90 | MA | NO | |
| 2010 | EDGER | STIHL | GAS | EDGER | FC90 | MA | NO | |
| 2010 | EDGER | STIHL | GAS | EDGER | FC90 | MA | NO | |
| 2010 | EDGER | STIHL | GAS | EDGER | FC90 | MA | NO | |
| 2010 | EDGER | STIHL | GAS | EDGER | FC90 | MA | NO | |
| 2010 | EDGER | STIHL | GAS | EDGER | FC90 | MA | CE | |
| 2010 | EDGER | STIHL | GAS | EDGER | FC90 | MA | CE | |
| 2010 | EDGER | STIHL | GAS | EDGER | FC90 | MA | CE | |
| 2010 | EDGER | STIHL | GAS | EDGER | FC90 | MA | CE | |
| 2010 | EDGER | STIHL | GAS | EDGER | FC90 | MA | CE | |
| 2010 | EDGER | STIHL | GAS | EDGER | FC90 | MA | CE | |
| 2010 | EDGER | STIHL | GAS | EDGER | FC90 | MA | CE | |
| 2010 | EDGER | STIHL | GAS | EDGER | FC90 | MA | CE | |

Exhibit "A"

| | | | | | | | | |
|------|---------------|-------|-----|-------------|----------|----|----|--|
| 2004 | HEDGE TRIMMER | STIHL | GAS | 24" | HS56CE | MA | CE | |
| 2004 | HEDGE TRIMMER | STIHL | GAS | 24" | HS56CE | MA | CE | |
| 2004 | HEDGE TRIMMER | STIHL | GAS | 24" | HS56CE | MA | NO | |
| 2004 | HEDGE TRIMMER | STIHL | GAS | 24" | HS56CE | MA | NO | |
| 2004 | HEDGE TRIMMER | STIHL | GAS | 24" | HS56CE | MA | NO | |
| 2004 | HEDGE TRIMMER | STIHL | GAS | 24" | HS56CE | MA | NO | |
| 2004 | HEDGE TRIMMER | STIHL | GAS | 24" | HS56CE | MA | NO | |
| 2004 | HEDGE TRIMMER | STIHL | GAS | 24" | HS56CE | MA | CE | |
| 2004 | HEDGE TRIMMER | STIHL | GAS | 24" | HS56CE | MA | CE | |
| 2004 | HEDGE TRIMMER | STIHL | GAS | 24" | HS56CE | MA | CE | |
| 2013 | HEDGE TRIMMER | STIHL | GAS | 24" | HS56C | MA | CE | |
| 2013 | HEDGE TRIMMER | STIHL | GAS | 24" | HS56C | MA | NO | |
| 2013 | HEDGE TRIMMER | STIHL | GAS | 24" | HS56C | MA | NO | |
| 2013 | HEDGE TRIMMER | STIHL | GAS | 24" | HS56C | MA | CE | |
| 2013 | HEDGE TRIMMER | STIHL | GAS | 24" | HS56C | MA | CE | |
| 2013 | HEDGE TRIMMER | STIHL | GAS | 24" | HS56C | MA | NO | |
| 2012 | HEDGE TRIMMER | STIHL | GAS | POWER HEDGE | HS56C | MA | CE | |
| 2012 | HEDGE TRIMMER | STIHL | GAS | POWER HEDGE | HS56C | MA | CE | |
| 2012 | HEDGE TRIMMER | STIHL | GAS | POWER HEDGE | HS56C | MA | NO | |
| 2012 | HEDGE TRIMMER | STIHL | GAS | POWER HEDGE | HS56C | MA | NO | |
| 2012 | HEDGE TRIMMER | STIHL | GAS | POWER HEDGE | HS56C | MA | CE | |
| 2011 | HEDGE TRIMMER | STIHL | GAS | POWER HEDGE | HS45 24" | MA | NO | |
| 2011 | HEDGE TRIMMER | STIHL | GAS | POWER HEDGE | HS45 24" | MA | NO | |
| 2011 | HEDGE TRIMMER | STIHL | GAS | POWER HEDGE | HS45 24" | MA | CE | |
| 2011 | HEDGE TRIMMER | STIHL | GAS | POWER HEDGE | HS45 24" | MA | NO | |
| 2010 | HEDGE TRIMMER | STIHL | GAS | POWER HEDGE | HS45 24" | MA | NO | |
| 2010 | HEDGE TRIMMER | STIHL | GAS | POWER HEDGE | HS45 24" | MA | CE | |
| 2010 | HEDGE TRIMMER | STIHL | GAS | POWER HEDGE | HS45 24" | MA | CE | |
| 2010 | HEDGE TRIMMER | STIHL | GAS | POWER HEDGE | HS45 24" | MA | NO | |
| 2010 | HEDGE TRIMMER | STIHL | GAS | POWER HEDGE | HS45 24" | MA | NO | |
| 2010 | HEDGE TRIMMER | STIHL | GAS | POWER HEDGE | HS45 24" | MA | CE | |
| 2010 | HEDGE TRIMMER | STIHL | GAS | POWER HEDGE | HS45 24" | MA | NO | |
| 2009 | HEDGE TRIMMER | STIHL | GAS | POWER HEDGE | HS45 24" | MA | CE | |
| 2009 | HEDGE TRIMMER | STIHL | GAS | POWER HEDGE | HS45 24" | MA | NO | |
| 2007 | HEDGE TRIMMER | STIHL | GAS | POWER HEDGE | HS45 24" | MA | NO | |

Exhibit "A"

| | | | | | | | | |
|------|----------------------|---------------|--------|---------------------------------|--------------------|----|----|--|
| 2013 | LADDER | HOMED POT | MANUAL | 8' STEP LADDER | BIO | MA | CE | |
| 2013 | LADDER | HOMED POT | MANUAL | 8' STEP LADDER | BIO | MA | CE | |
| 2014 | LOADER,JOHN DEERE | JOHN DEERE | DIESEL | RIDING-70- 400CX1 | CX400 | MA | NO | |
| 2015 | MOWER | EXMARK | GAS | RIDING 40-8098 72" | LZS801GKA 724A1 | MA | CE | |
| 2015 | MOWER | EXMARK | GAS | RIDING 40-8101 72" | LZS801GKA 724A1 | MA | CE | |
| 2015 | MOWER | EXMARK | GAS | RIDING 40-3871 72" | LZS749AKC7 2400 | MA | NO | |
| 2015 | MOWER | EXMARK | GAS | RIDING 40-7806 60" | LZS749EKC6 04 | MA | NO | |
| 2015 | MOWER | EXMARK | GAS | RIDING 40-7807 60" | LZS749EKC6 04 | MA | NO | |
| 2015 | MOWER | EXMARK | GAS | RIDING 40-7989 72" | LZS749AKC7 2400 | MA | NO | |
| 2015 | MOWER | SNAPPE R | GAS | PUSH 21" | 7800845 | MA | CE | |
| 2015 | MOWER | SNAPPE R | GAS | PUSH 21" | 7800845 | MA | CE | |
| 2015 | MOWER | SNAPPE R | GAS | PUSH 21" | 7800845 | MA | CE | |
| 2015 | MOWER | EXMARK | GAS | SB-40-2244 48" WITH STAND ON | TTS600GKA 483E0 | MA | CE | |
| 2015 | MOWER | EXMARK | GAS | SB-40-2245 48" WITH STAND ON | TTS600GKA 483E0 | MA | CE | |
| 2015 | MOWER | EXMARK | GAS | RIDING 40-3565 60" | LZS801GKA 60400 | MA | CE | |
| 2015 | MOWER | EXMARK | GAS | RIDING 40-3570 60" | LZS801GKA 60400 | MA | CE | |
| 2015 | MOWER | EXMARK | GAS | RIDING 40-3571 60" | LZS801GKA 60400 | MA | CE | |
| 2015 | MOWER | EXMARK | GAS | RIDING 40-3572 60" | LZS801GKA 60400 | MA | CE | |
| 2015 | MOWER | EXMARK | GAS | RIDING 40-3573 60" | LZS801GKA 60400 | MA | CE | |
| 2015 | MOWER | EXMARK | GAS | RIDING 40-3574 60" | LZS801GKA 60400 | MA | CE | |
| 2015 | MOWER | EXMARK | GAS | RIDING 40-3575 60" | LZS801GKA 60400 | MA | CE | |
| 2014 | MOWER | SNAPPE R | GAS | PUSH 21" | 7800845 | MA | NO | |
| 2014 | MOWER | SNAPPE R | GAS | PUSH 21" | 7800845 | MA | CE | |

Exhibit "A"

| | | | | | | | | | |
|------|-------|-------------|-----|--|----------------|--------------------------------|----|----|--|
| 2014 | MOWER | SNAPPE R | GAS | | PUSH 21" | 7800845 | MA | NO | |
| 2014 | MOWER | SNAPPE R | GAS | | PUSH 21" | 7800845 | MA | NO | |
| 2014 | MOWER | SNAPPE R | GAS | | PUSH 21" | 7800845 | MA | CE | |
| 2014 | MOWER | GRAVEL Y | GAS | | WB 40-0177 | 48 PRO 994111 KOHLER EFI | MA | NO | |
| 2014 | MOWER | GRAVEL Y | GAS | | RIDING 40-1000 | 260Z 992204 KOHLER EFI | MA | CE | |
| 2014 | MOWER | GRAVEL Y | GAS | | WB 40-1010 | 48 PRO 994111 KOHLER EFI | MA | NO | |
| 2014 | MOWER | GRAVEL Y | GAS | | RIDING 40-1012 | 260Z 992204 KOHLER EFI | MA | CE | |
| 2014 | MOWER | GRAVEL Y | GAS | | RIDING 40-1013 | 260Z 992204 KOHLER EFI | MA | NO | |
| 2014 | MOWER | GRAVEL Y | GAS | | RIDING 40-1015 | 260Z 992204 KOHLER EFI | MA | NO | |
| 2014 | MOWER | GRAVEL Y | GAS | | RIDING 40-1016 | 260Z 992204 KOHLER EFI | MA | CE | |
| 2014 | MOWER | GRAVEL Y | GAS | | RIDING 40-1020 | 260Z 992204 KOHLER EFI | MA | CE | |
| 2014 | MOWER | GRAVEL Y | GAS | | RIDING 40-1021 | 260Z 992204 KOHLER EFI | MA | CE | |
| 2014 | MOWER | GRAVEL Y | GAS | | RIDING 40-1022 | 260Z 992204 KOHLER EFI | MA | CE | |
| 2014 | MOWER | GRAVEL Y | GAS | | RIDING 40-1026 | 260Z 992204 KOHLER EFI | MA | CE | |
| 2014 | MOWER | GRAVEL Y | GAS | | RIDING 40-1027 | 260Z 992204 KOHLER EFI | MA | CE | |
| 2014 | MOWER | GRAVEL Y | GAS | | RIDING 40-1028 | 260Z 992204 KOHLER EFI | MA | NO | |

Exhibit "A"

| | | | | | | | | |
|------|-------|-------------|---------|----------------------------|---------------------------|----|----|--|
| 2014 | MOWER | GRAVEL Y | GAS | RIDING 40-1029 | 260Z 992204 KOHLER EFI | MA | NO | |
| 2014 | MOWER | GRAVEL Y | GAS | RIDING 40-1032 | 260Z 992204 KOHLER EFI | MA | NO | |
| 2014 | MOWER | GRAVEL Y | GAS | RIDING 40-1010 | 260Z 992204 KOHLER EFI | MA | NO | |
| 2014 | MOWER | EXMARK | GAS | SB-40-1669 36" | TTS481KA36 3 | MA | NO | |
| 2014 | MOWER | EXMARK | GAS | RIDING-40-DEMO1 40-4449 | LZS749EKC6 04 | MA | NO | |
| 2014 | MOWER | EXMARK | GAS | SB-40-2677 52" | TTX650EKC E524 | MA | CE | |
| 2014 | MOWER | EXMARK | GAS | SB-40-2678 52" | TTX650EKC E524 | MA | CE | |
| 2013 | MOWER | FERRIS | PROPANE | RIDING 40-1896 72" | 5900790 IS3100ZBVP | MA | CE | |
| 2013 | MOWER | FERRIS | PROPANE | RIDING 40-3226 72" | 5900790 IS3100ZBVP | MA | NO | |
| 2013 | MOWER | FERRIS | PROPANE | RIDING 40-3227 72" | 5900790 IS3100ZBVP | MA | CE | |
| 2013 | MOWER | FERRIS | PROPANE | RIDING 40-3234 72" | 5900790 IS3100ZBVP | MA | NO | |
| 2013 | MOWER | FERRIS | GAS | RIDING 40-5624 48" | 5901223 IS600Z | MA | NO | |
| 2013 | MOWER | FERRIS | GAS | RIDING 40-5626 48" | 5901223 IS600Z | MA | NO | |
| 2013 | MOWER | FERRIS | GAS | RIDING 40-5627 48" | 5901223 IS600Z | MA | NO | |
| 2013 | MOWER | FERRIS | GAS | RIDING 40-5628 48" | 5901223 IS600Z | MA | CE | |
| 2013 | MOWER | FERRIS | GAS | RIDING 40-5629 48" | 5901223 IS600Z | MA | CE | |
| 2013 | MOWER | FERRIS | GAS | RIDING 40-5642 48" | 5901223 IS600Z | MA | CE | |
| 2013 | MOWER | FERRIS | GAS | RIDING 40-564348" | 5901223 IS600Z | MA | NO | |
| 2013 | MOWER | FERRIS | GAS | RIDING 40-5644 48" | 5901223 IS600Z | MA | NO | |

Exhibit "A"

| | | | | | | | | |
|------|-------|-------------|-----|-----------------------|----------------------------|----|----|--|
| 2013 | MOWER | FERRIS | GAS | RIDING 40-5648 48" | 5901223 IS600Z | MA | CE | |
| 2013 | MOWER | FERRIS | GAS | RIDING 40-7847 61" | 5900786 IS3100ZBVP 3 | MA | CE | |
| 2013 | MOWER | FERRIS | GAS | RIDING 40-7849 61" | 5900786 IS3100ZBVP 3 | MA | NO | |
| 2013 | MOWER | FERRIS | GAS | RIDING 40-7851 61" | 5900786 IS3100ZBVP 3 | MA | CE | |
| 2013 | MOWER | FERRIS | GAS | RIDING 40-7852 61" | 5900786 IS3100ZBVP 3 | MA | NO | |
| 2013 | MOWER | FERRIS | GAS | RIDING 40-7853 61" | 5900786 IS3100ZBVP 3 | MA | CE | |
| 2013 | MOWER | FERRIS | GAS | RIDING 40-7857 61" | 5900786 IS3100ZBVP 3 | MA | NO | |
| 2013 | MOWER | FERRIS | GAS | RIDING 40-7859 61" | 5900786 IS3100ZBVP 3 | MA | NO | |
| 2013 | MOWER | FERRIS | GAS | RIDING 40-7860 61" | 5900786 IS3100ZBVP 3 | MA | CE | |
| 2013 | MOWER | FERRIS | GAS | RIDING 40-7861 61" | 5900786 IS3100ZBVP 3 | MA | CE | |
| 2013 | MOWER | FERRIS | GAS | RIDING 40-7862 61" | 5900786 IS3100ZBVP 3 | MA | CE | |
| 2013 | MOWER | FERRIS | GAS | RIDING 40-7863 61" | 5900786 IS3100ZBVP 3 | MA | CE | |
| 2013 | MOWER | FERRIS | GAS | RIDING 40-7864 61" | 5900786 IS3100ZBVP 3 | MA | CE | |
| 2013 | MOWER | FERRIS | GAS | RIDING 40-7869 61" | 5900786 IS3100ZBVP 3 | MA | NC | |
| 2013 | MOWER | FERRIS | GAS | RIDING 40-7870 61" | 5900786 IS3100ZBVP 3 | MA | CE | |
| 2012 | MOWER | GRAVEL Y | GAS | RIDING 40-0774 | 260Z | MA | NO | |

Exhibit "A"

| | | | | | | | |
|------------|---------------|---------|----------------------------|----------------------------|----|----|--|
| 2012 MOWER | GRAVEL Y | GAS | PUSH 40-1036 | 911186 | MA | NO | |
| 2012 MOWER | GRAVEL Y | GAS | RIDING 40-1460 | 148Z | MA | NO | |
| 2011 MOWER | SNAPPE R | GAS | PUSH 21"-40-0557 | 7800557 | MA | CE | |
| 2011 MOWER | JOHN DEERE | DIESEL | RIDING 40-0144 | JD1545-4 | MA | NO | |
| 2011 MOWER | SNAPPE R | GAS | PUSH 21"-40-1363 V PS24 | 7800557 P216020KW | MA | CE | |
| 2011 MOWER | JOHN DEERE | DIESEL | RIDING 40-0062 | JD1600 | MA | NO | |
| 2011 MOWER | JOHN DEERE | DIESEL | RIDING 40-0125 | JD1545-4 | MA | CE | |
| 2011 MOWER | FERRIS | PROPANE | RIDING 40-0854 72" | 5900790 IS3100ZBVP | MA | CE | |
| 2011 MOWER | JOHN DEERE | DIESEL | RIDING 40-1117 | JD1545-4 | MA | CE | |
| 2011 MOWER | FERRIS | PROPANE | RIDING 40-3089 61" | 5900789 IS3100ZBVP 3 | MA | NO | |
| 2011 MOWER | FERRIS | PROPANE | RIDING 40-3580 72" | 5900790 IS3100ZBVP | MA | NO | |
| 2011 MOWER | FERRIS | PROPANE | RIDING 40-3581 72" | 5900790 IS3100ZBVP | MA | NO | |
| 2011 MOWER | FERRIS | PROPANE | RIDING 40-3626 61" | 5900789 IS3100ZBVP 3 | MA | NO | |
| 2011 MOWER | FERRIS | PROPANE | RIDING 40-3627 61" | 5900789 IS3100ZBVP 3 | MA | CE | |
| 2011 MOWER | FERRIS | PROPANE | RIDING 40-3634 61" | 5900789 IS3100ZBVP 3 | MA | CE | |
| 2011 MOWER | FERRIS | PROPANE | RIDING 40-3636 61" | 5900789 IS3100ZBVP 3 | MA | CE | |
| 2011 MOWER | FERRIS | PROPANE | RIDING 40-3571 72" | 5900790 IS3100ZBVP | MA | NO | |
| 2011 MOWER | TORO | DIESEL | MOWER, TORO 40- 0153 | GM4500D | MA | NO | |

Exhibit "A"

| | | | | | | | | |
|------|-------|------------------------|---------|-----------------------|---|----|----|-------|
| 2010 | MOWER | GRAVEL Y | PROPANE | RIDING 40-0117 | 260Z | MA | NO | |
| 2010 | MOWER | GRAVEL Y | PROPANE | WB 40-0406 | 48WB | MA | CE | |
| 2010 | MOWER | GRAVEL Y | PROPANE | WB 40-0453 | 48WB | MA | CE | |
| 2010 | MOWER | GRAVEL Y | PROPANE | WB 40-0533 | 48WB | MA | NO | |
| 2010 | MOWER | GRAVEL Y | PROPANE | WB 40-0544 | 48WB | MA | CE | |
| 2010 | MOWER | GRAVEL Y | PROPANE | RIDING 40-0891 | 148Z | MA | CE | |
| 2010 | MOWER | GRAVEL Y | GAS | RIDING 40-0433 | 260Z | MA | CE | |
| 2010 | MOWER | GRAVEL Y | GAS | RIDING 40-0565 | 272Z | MA | CE | |
| 2010 | MOWER | SCAG | GAS | MOWER-40-0405 | 48" WALK BEHIND SW48A-15A KAWA | MA | CE | NEW |
| 2010 | MOWER | COUNTR Y CLIPPER | GAS | MOWER-40-1927 | 48" WALK BEHIND BELT | MA | CE | NEW |
| 2010 | MOWER | EASTMA N | GAS | MOWER,SP-40- 2041 | SP21K | MA | NO | NEW |
| 2010 | MOWER | TRUCUT | GAS | REEL 27"-40-0562 | 27" | MA | CE | |
| 2010 | MOWER | GRAVEL Y | GAS | RIDING 40-0915 | 260Z | MA | NO | |
| 2010 | MOWER | FERRIS | PROPANE | RIDING 40-1756 61" | 5900789 IS3100ZBVP 3 | MA | NO | 46896 |
| 2010 | MOWER | FERRIS | PROPANE | RIDING 40-1759 61" | 5900789 IS3100ZBVP 3 | MA | NO | 46894 |
| 2010 | MOWER | FERRIS | PROPANE | RIDING 40-1772 61" | 5900789 IS3100ZBVP 3 | MA | CE | 46873 |
| 2010 | MOWER | FERRIS | PROPANE | RIDING 40-9055 72" | 5900790 IS3100ZBVP | MA | CE | 46882 |
| 2010 | MOWER | FERRIS | PROPANE | RIDING 40-9056 72" | 5900790 IS3100ZBVP | MA | NO | 46879 |
| 2010 | MOWER | GRAVEL Y | GAS | WB 40-0249 | 36" 988144 | MA | CE | |

Exhibit "A"

| | | | | | | | | |
|------|--------------|---------------|-----------|-----------------------|------------|----|----|--|
| 2010 | MOWER | FERRIS | PROPANE | RIDING 40-5144 61" | 5900789 | MA | CE | |
| 2009 | MOWER | GRAVEL Y | GAS | RIDING 40-0700 | 260Z | MA | NO | |
| 2009 | MOWER | GRAVEL Y | GAS | RIDING 40-0722 | 260Z | MA | NO | |
| 2008 | MOWER | JOHN DEERE | GAS | RIDING-40-0259 | JD2653B | MA | CE | |
| 2008 | MOWER | GRAVEL Y | GAS | RIDING 40-0142 | 272Z | MA | NO | |
| 2006 | MOWER | JOHN DEERE | DIESEL | RIDING 40-0250 | JD1545-4 | MA | NO | |
| 2009 | PICKER | BARBER | HYDRAULIC | LITTER 45-2075 | LP-1 | MA | NO | |
| 2011 | PICKER | BARBER | HYDRAULIC | LITTER 45-2076 | LP-1 | MA | NO | |
| 2012 | PICKER | BARBER | HYDRAULIC | LITTER 45-2138 | LP-1 | MA | NO | |
| 2011 | PICKER | BARBER | HYDRAULIC | LITTER 45-2090 | LP-1 | MA | NO | |
| 2011 | PICKER | BARBER | HYDRAULIC | LITTER 45-PICK01 | LP-1 | MA | NO | |
| 2011 | PICKER | BARBER | HYDRAULIC | LITTER 45-PICK02 | LP-1 | MA | NO | |
| 2015 | POLE TRIMMER | STIHL | GAS | 42" SHAFT LENGTH | HL100K-135 | MA | NO | |
| 2015 | POLE TRIMMER | STIHL | GAS | 42" SHAFT LENGTH | HL100K-135 | MA | NO | |
| 2015 | POLE TRIMMER | STIHL | GAS | 42" SHAFT LENGTH | HL100K-135 | MA | NO | |
| 2015 | POLE TRIMMER | STIHL | GAS | 42" SHAFT LENGTH | HL100K-135 | MA | CE | |
| 2015 | POLE TRIMMER | STIHL | GAS | 42" SHAFT LENGTH | HL100K-135 | MA | CE | |
| 2015 | POLE TRIMMER | STIHL | GAS | 42" SHAFT LENGTH | HL100K-135 | MA | CE | |
| 2015 | POLE TRIMMER | STIHL | GAS | 42" SHAFT LENGTH | HL100K-135 | MA | CE | |
| 2015 | POLE TRIMMER | STIHL | GAS | 42" SHAFT LENGTH | HL100K-135 | MA | NO | |
| 2015 | POLE TRIMMER | STIHL | GAS | 42" SHAFT LENGTH | HL100K-135 | MA | CE | |
| 2015 | POLE TRIMMER | STIHL | GAS | 42" SHAFT LENGTH | HL100K-135 | MA | CE | |
| 2015 | POLE TRIMMER | STIHL | GAS | 42" SHAFT LENGTH | HL100K-135 | MA | NO | |
| 2015 | POLE TRIMMER | STIHL | GAS | 42" SHAFT LENGTH | HL100K-135 | MA | CE | |
| 2015 | POLE TRIMMER | STIHL | GAS | 42" SHAFT LENGTH | HL100K-135 | MA | CE | |
| 2015 | POLE TRIMMER | STIHL | GAS | 42" SHAFT LENGTH | HL100K-135 | MA | NO | |
| 2015 | POLE TRIMMER | STIHL | GAS | 42" SHAFT LENGTH | HL100K-135 | MA | CE | |

Exhibit "A"

| | | | | | | | | |
|------|----------------------|----------------------|----------|-------------------------------|----------------|----|----|-----|
| 2012 | POLE TRIMMER | STIHL | GAS | POLE TRIMMER | HL100-135 | MA | CE | |
| 2011 | POLE TRIMMER | STIHL | GAS | POLE TRIMMER | HL100-135 | MA | CE | |
| 2011 | POLE TRIMMER | STIHL | GAS | POLE TRIMMER | HL100-135 | MA | NO | |
| 2011 | POLE TRIMMER | STIHL | GAS | POLE TRIMMER | HL100-135 | MA | NO | |
| 2010 | POLE TRIMMER | STIHL | GAS | POLE TRIMMER | HL100-135K | MA | CE | |
| 2010 | POLE TRIMMER | STIHL | GAS | POLE TRIMMER | HL100-135K | MA | CE | |
| 2009 | POLE TRIMMER | STIHL | GAS | POLE TRIMMER | HL100-135 | MA | CE | |
| 2011 | PUMP | HONDA BROOKSIDE | GAS | WATER-80-P0803 | AC-CP2GH | MA | NO | |
| 2011 | ROLLER,GANG | GANDY | MANUAL | WATER | MIS496 | MA | NO | |
| 2000 | SPRAY RIG | NORTHERN | ELECTRIC | 50GAL-30-BIO05 | CUSTOM | MA | CE | |
| 2011 | SPRAYER | BROOKSIDE AGMEIER | GAS | SPRAYER | AG6290 | MA | NO | |
| 2006 | SPRAYER | TOOL | ELECTRIC | 12V | BIO | MA | CE | OUT |
| 2012 | SPRAYER,TANK MOUNTED | WYLIE-JD | GAS | 200GAL 5.5HP HONDA-30-BIO12XX | W5141 | MA | CE | |
| 2012 | SPRAYER,TANK MOUNTED | WINFELD | GAS | 200GAL 5.5HP KAWA-30-BIO1201 | 10129838 | MA | CE | |
| 2012 | SPRAYER,TANK TRAILER | WYLIE-JD | GAS | 200GAL 5.5HP HONDA-30-BIO12XX | D0300T | MA | NO | |
| 2014 | SPREADER | LESCO | GAS | SPREADER RIDER PERMA TRIUMPH | T000801 | MA | CE | |
| 2012 | SPREADER | LESCO | GAS | SPREADER RIDER PERMA TRIUMPH | B1B | MA | NO | |
| 2011 | SPREADER | LESCO JD | GAS | SPREADER RIDER 125LB | 99571500 Z-TWO | MA | CE | |
| 2009 | SPREADER | LESCO | MANUAL | Push-30-BIO31 | Lesco | MA | NO | |
| 2010 | TILLER | EARTHQUAKE | GAS | TILLER-31-0507 | BIO | MA | NO | NEW |
| 2011 | TOPDRESSER2500 | TOROPROFESIONAL TURF | GAS | DUMP BARROW | 44507-2500 | MA | NO | |

Exhibit "A"

| | | | | | | | | | |
|------|------------------|--------------------|--------|---------------------|---------------|----|----|----|--|
| 2000 | TRACTOR01 | JOHN DEERE | DIESEL | RIDING-50-1 | JD4600 | MA | NO | 1 | |
| 2000 | TRACTOR10 | JOHN DEERE | DIESEL | RIDING-50-10 | JD4300 | MA | NO | 10 | |
| 2002 | TRACTOR103 | FORD | DIESEL | FORD-TRACTOR-50-103 | 5610 | MA | NO | 1 | |
| 2014 | TRACTOR131 | JOHN DEERE | DIESEL | RIDING-50-131 | JTF108-4120-4 | MA | NO | | |
| 2015 | TRACTOR136 | JOHN DEERE | DIESEL | RIDING-50-137 | JD4105M | MA | CE | | |
| 2000 | TRACTOR15 | JOHN DEERE | DIESEL | RIDING-50-15 | JD4600 | MA | NO | 15 | |
| 2006 | TRACTOR89 | KUBOTA | DIESEL | TRACTOR-50-89 | KUBOTA L39 | MA | NO | AC | |
| 2009 | VACUUM,BILLYGOAT | CYPRES S BILLYGOAT | GAS | 5 HP PUSH-45-9468 | KV600 | MA | NO | | |
| 2014 | WASHER | SNAPPE R | GAS | PRESSURE WASHER | 020230 | MA | NO | | |
| 2013 | WASHER | SNAPPE R | GAS | PRESSURE WASHER | 020230 | MA | NO | | |
| 2015 | WEEDEATER | STIHL | GAS | LINE TRIMMER | FS240R | MA | CE | | |
| 2015 | WEEDEATER | STIHL | GAS | LINE TRIMMER | FS240R | MA | CE | | |
| 2015 | WEEDEATER | STIHL | GAS | LINE TRIMMER | FS240R | MA | CE | | |
| 2015 | WEEDEATER | STIHL | GAS | LINE TRIMMER | FS240R | MA | CE | | |
| 2015 | WEEDEATER | STIHL | GAS | LINE TRIMMER | FS240R | MA | CE | | |
| 2015 | WEEDEATER | STIHL | GAS | LINE TRIMMER | FS240R | MA | CE | | |
| 2015 | WEEDEATER | STIHL | GAS | LINE TRIMMER | FS240R | MA | CE | | |
| 2015 | WEEDEATER | STIHL | GAS | LINE TRIMMER | FS240R | MA | CE | | |
| 2015 | WEEDEATER | STIHL | GAS | LINE TRIMMER | FS240R | MA | CE | | |
| 2015 | WEEDEATER | STIHL | GAS | LINE TRIMMER | FS240R | MA | CE | | |
| 2015 | WEEDEATER | STIHL | GAS | LINE TRIMMER | FS240R | MA | CE | | |
| 2015 | WEEDEATER | STIHL | GAS | LINE TRIMMER | FS240R | MA | CE | | |
| 2015 | WEEDEATER | STIHL | GAS | LINE TRIMMER | FS240R | MA | CE | | |
| 2015 | WEEDEATER | STIHL | GAS | LINE TRIMMER | FS240R | MA | CE | | |
| 2015 | WEEDEATER | STIHL | GAS | LINE TRIMMER | FS240R | MA | CE | | |
| 2015 | WEEDEATER | STIHL | GAS | LINE TRIMMER | FS240R | MA | CE | | |
| 2015 | WEEDEATER | STIHL | GAS | LINE TRIMMER | FS240R | MA | CE | | |
| 2015 | WEEDEATER | STIHL | GAS | LINE TRIMMER | FS240R | MA | CE | | |
| 2015 | WEEDEATER | STIHL | GAS | LINE TRIMMER | FS240R | MA | CE | | |
| 2015 | WEEDEATER | STIHL | GAS | LINE TRIMMER | FS240R | MA | CE | | |
| 2015 | WEEDEATER | STIHL | GAS | LINE TRIMMER | FS240R | MA | CE | | |
| 2015 | WEEDEATER | STIHL | GAS | LINE TRIMMER | FS240R | MA | CE | | |
| 2015 | WEEDEATER | STIHL | GAS | LINE TRIMMER | FS240R | MA | CE | | |

Exhibit "A"



CERTIFICATE OF LIABILITY INSURANCE

BIOLA-1

OP ID: LE

DATE (MM/DD/YYYY)

05/11/2017

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

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

| | | |
|---|--------------|--|
| PRODUCER Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 King Pickett | 386-252-9601 | CONTACT NAME: TRACY MILLER PHONE (A/C, No, Ext): 386-252-9601 FAX (A/C, No): 386-239-5729 E-MAIL ADDRESS: TMILLER@BBDAYTONA.COM |
| INSURED YELLOWSTONE LANDSCAPE INC 10892 SHADOW WOOD DR. HOUSTON, TX 77043 | | INSURER(S) AFFORDING COVERAGE INSURER A: Westfield Ins Co INSURER B: Texas Mutual Ins Co INSURER C: Lloyd's of London 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 INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | X | CMM5060952 | 04/30/2017 | 04/30/2018 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 |
| A | <input checked="" type="checkbox"/> CONTRACTUAL LIAB | | CMM5060952 | 04/30/2017 | 04/30/2018 | MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 OTHER: \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | CMM5060952 | 04/30/2017 | 04/30/2018 | COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000 |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ NONE | | CMM5060952 | 04/30/2017 | 04/30/2018 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 OTHER: \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | TSF0001212030 | 04/30/2017 | 04/30/2018 | <input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | EQUIPMENT FLOATER | | CMM5060952 | 04/30/2017 | 04/30/2018 | LEAS/REN \$ 250,000 |
| C | CONTR POLL LIAB | | W10B9B170801 | 04/30/2017 | 04/30/2018 | LIMIT \$ 1,000,000 |

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

CERTIFICATE HOLDER

HARRC10

CANCELLATION

YELLOWSTONE LANDSCAPE, INC
10892 SHADOW WOOD DR
HOUSTON, TX 77043

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

NOTEPAD

INSURED'S NAME YELLOWSTONE LANDSCAPE INC

BIOLA-1
OP ID: LEPAGE 2
Date 05/11/2017

COMPLETE LISTING OF NAMED INSUREDS:

- YELLOWSTONE HOLDINGS, LLC
- YELLOWSTONE INTERMEDIATE HOLDINGS, INC
- YLG HOLDINGS, INC
- YELLOWSTONE LANDSCAPE, INC
- YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC dba YELLOWSTONE LANDSCAPE dba AUSTIN OUTDOOR
- ALSW, LLC
- YELLOWSTONE LANDSCAPE-CENTRAL, INC dba YELLOWSTONE LANDSCAPE dba BIO LANDSCAPE dba BIO LANDSCAPE & MAINTENANCE
- TEXAS SERVICES, LLC
- BLSW, LLC
- YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC dba ACKMAN BROS. LANDSCAPING
- YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC dba PERIMETER LANDSCAPE MANAGEMENT
- AUSTIN OUTDOOR, LLC
- BIO LANDSCAPE & MAINTENANCE, INC. DBA YELLOWSTONE LANDSCAPE; YELLOWSTONE LANDSCAPE GR INC
- YELLOWSTONE LANDSCAPE GROUP, INC.

Exhibit "A"



**CITY OF ROUND ROCK
IFB NO. 17-012
GROUNDS MAINTENANCE SERVICES**

IFB No. 17-012

Addendum No. 1

Date: Wednesday, May 10, 2017

This Addendum No. 1, dated May 10, 2017, is being issued in reference to all questions submitted by the deadline on Monday, May 08, 2017, for IFB No. 17-012 on Grounds Maintenance Services as outlined below:

Question No. 1: What is the anticipated start date of the contract?

Answer: The anticipated start date for the grounds maintenance contract is July 22, 2017.

Question No. 2: How are quadrants divided?

Answer: The quadrants are divided beginning at IH35 and Hwy 79 (Sam Bass Rd.), which would be the start of the Northeast Quadrant. 1.

Question No. 3: I wanted to know if I didn't attend the pre-bid meeting/conference am I still able to bid on it?

Answer: Yes. Attendance at the pre-bid conference was recommended but not mandatory.

Question No. 4: Will I still have to register as a vender to bid on as well?

Answer: If you plan on submitting a bid, the City recommends that you register with the City's Vendor Database at: <http://roundrock.munisselfservice.com/Vendors/default.aspx>

Question No. 5: I unexpectedly missed the pre-bid conference. Will the City be having another meeting?

Answer: No.

Question No. 6: If I missed the pre-bid conference, is there an opportunity to meet and be brought up to speed?

Answer: The City will not be scheduling any additional meetings. Please refer to the City website for posting of addendum(s) regarding answers to all questions submitted by the deadline of Monday, May 8, 2017, @ 5:00 p.m. at: <https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>

Question No. 7: In reference to the IFB document, Part III, Section 6. AWARD, on page 16 of 31, the paragraph states the City can either award it all to a single company or split up the awards, but it doesn't indicate if we must bid all quadrants. Can we bid individual quadrants or is it an all or nothing contract?

Answer: It is the City's intent to award a contract for grounds maintenance services to the lowest responsible and responsive single bidder that has completed all bid line items and can service all quadrants per the specifications.

CITY OF ROUND ROCK
IFB NO. 17-012
GROUNDS MAINTENANCE SERVICES
(CONTINUED)

IFB No. 17-012

Addendum No. 1

Date: Wednesday, May 10, 2017

Question No. 8: The bid calls for a cycle to be every 14 days but I haven't found anywhere that indicates the months these cycles are to take place, so I'm assuming the City is looking for every other week every month. The bid calls for 24 cycles, but the issue is that 24 cycles will not get you every 14 days for an entire year, it'll take 26 cycles (14 days = 2 weeks / 52 weeks = 26 cycles) to accomplish that. At 24 cycles, you will run out of trips before December, therefore the City would have to skip two weeks of mowing services

Does the City require grounds maintenance services based on 26 cycles or is 24 cycles as specified in the IFB document correct?

Answer: The City anticipates that there will be periods that the City may not need cycles performed as frequently either in a drought period or during the winter weather months. The question also states the City would run out of trips in December, which is not correct as this contract will not coincide with a calendar year. Therefore, for the purposes of this IFB for grounds maintenance services, the specification of 24 cycles stands as stated in the IFB document. Please be advised that in accordance with Part II, Section 5.5 states, the city reserves the right to modify the maintenance cycles at any time.

Question No. 9: Attachment B does not show pictures for the transportation areas. It's only showing pictures of the parks and recreations sites. Does the City have pictures of the sites for the transportation areas?

Answer: The City does not have pictures of the transportation sites. The streets listed have "to and from" points and all the right of way in these areas would be maintained except for those areas that are maintained by residents, HOA's or private companies.

Question No. 10: What is the difference between quadrant 1,2,3,4 I'm having a little trouble understanding what that means?

Answer: The city is divided into 4 quadrants using IH35 and HWY 79 as its intersecting points. Starting North of 79 and east of IH35 is quadrant 1 going in a clockwise motion.

Approved by: Michael Schurwon

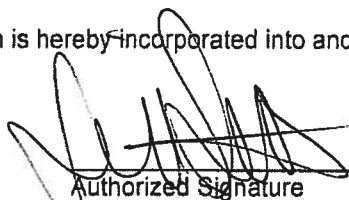
Date: 05-10-17

Michael Schurwon, CTPM, CPPB
Purchaser

By the signatures affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED:

Yellow Stone Landscape
Vendor


Authorized Signature

7-12-17
Date

RETURN ONE COPY SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.