

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
PURCHASE OF PROFESSIONAL TURF MANAGEMENT SERVICES
WITH
RYAN SANDERS SPORTS SERVICES**

THE STATE OF TEXAS

CITY OF ROUND ROCK

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

§
§
§
§
§
§

KNOW ALL BY THESE PRESENTS:

THAT THIS AGREEMENT for professional turf management services (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of _____, 2020 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 RYAN SANDERS SPORTS SERVICES, whose offices are located at 3400 East Palm Valley Boulevard, Round Rock, Texas 78665 (referred to herein as the "Services Provider").

RECITALS:

WHEREAS, City desires to purchase professional turf management services; 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 20-002REBID, Class/Item: 988-36 dated December 2019 ("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

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 as provided herein.

B. The term of this Agreement shall be for sixty (60) months commencing March 1, 2020.

C. 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 as provided herein.

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 listed on the "Attachment A: Bid Form" of 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 19-002REBID, Class/Item: 988-36 dated December 2019). 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 Exhibit "A" within the contract term specified in Section 2.01. Services Provider's undertakings shall be limited to performing services for City and/or advising City concerning those matters on which Services Provider has been specifically engaged. Services Provider shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 COSTS

In consideration for the professional turf management services to be performed by Services Provider, City agrees to pay Services Provider as set forth herein and "Attachment A: Bid Form" of Exhibit "A," an amount not-to-exceed **One Hundred Fifty-Eight Thousand and No/100 Dollars (\$158,000.00) per year** for a total not-to-exceed amount of **Seven Hundred Ninety Thousand and No/100 Dollars (\$790,000.00)** for the term of the 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 the City in the attached Exhibit "A" and on the City's website at: https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf

14.01 CITY'S REPRESENTATIVE

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

Chad McKenzie
Director of Sports Management and Tourism
City of Round Rock
221 East Main Street
Round Rock, Texas 78664
512-218-5488
cmckenzie@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. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Services Provider verifies that Services Provider does not boycott Israel and will not boycott Israel during the term of this Agreement.

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:

Ryan Sanders Sports Services
3400 East Palm Valley Boulevard
Round Rock, Texas 78664

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

Ryan Sanders Sports Services

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

By: *Garrett Reddchase*
Printed Name: Garrett Reddchase
Title: President
Date Signed: 4-27-20

Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

EXHIBIT

"A"



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

INVITATION FOR BID (IFB)

PROFESSIONAL TURF MANAGEMENT SERVICES

SOLICITATION NUMBER 20-002REBID

DECEMBER 2019

Exhibit "A"

Professional Turf Management Services PART I GENERAL REQUIREMENTS

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks a bid from firms experienced in providing professional turf management services for the overall maintenance, mowing, and upkeep for a total five (5) natural grass multi-purpose athletic fields. An anticipated total contract award will be made by the City in an amount not to exceed \$165,000 per year.
2. **BACKGROUND:** The Round Rock Multipurpose Complex opened in the spring of 2017 and is operated as a championship level sports facility under the management of the City's Sports Management and Tourism Department. The maintenance and upkeep of the facility will be a paramount need at the facility, as it strives to attract regional and national tournaments and events to Round Rock. The collegiate to professional level of maintenance and care, summarized in this solicitation, for the five natural Tifway 419 Bermuda grass fields will be the biggest component of what sets our facility apart from other venues
3. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Pages 2-5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Pages 7-10
Part IV – Scope of Work	Pages 11-12
Attachment A – Bid Sheet	Page 13
Attachment B – Reference Sheet	Page 14
Attachment C – Respondent Questionnaire	Page 15

4. **AUTHORIZED PURCHASING CONTACT:** For questions or clarification of specifications, you may contact:

Cheryl Kaufman
Purchasing Supervisor
Purchasing Division
City of Round Rock
512-218-5417
ckaufman@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.

Exhibit "A"

5. **SCHEDULE OF EVENTS**: It is the City's intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	December 6, 2019
Mandatory Pre-Bid meeting / site visit	December 18, 2019 @ 10:00 AM, CST
Deadline for submission of questions	December 20, 2019, 2019 @ 5:00 PM, CST
City responses to questions or addendums	Approximately December 23, 2019 @ 5:00 PM, CST
Deadline for submission of responses	January 7, 2020 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST on the due date noted above. A copy of all questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at:

<https://www.roundrocktexas.gov/businesses/solicitations/>.

Questions shall be submitted in writing to the "Authorized Purchasing Contact". The City reserves the right to modify these dates. Notice of date change will be posted to the City's website:

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

6. **SOLICITATION UPDATES**: Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, 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.
7. **MANDATORY PRE-BID MEETING / SITE VISIT AND INSPECTION**: A pre-bid 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-bid meeting / site visit will be conducted on the date specified in PART I Section 5-Schedule of Events.
- A. Attendance at the pre-bid meeting and site visit is mandatory. Respondents shall sign-in at the pre-bid meeting to document their attendance. Immediately following the pre-bid meeting, a site visit tour will be conducted to enable Respondents to determine labor, equipment, supplies and materials necessary to perform the services specified herein. The City reserves the right to determine a response "not available for award" if the Respondent fails to attend the mandatory pre-bid meeting and site visit tour which shall initially begin at:
- Round Rock Multipurpose Complex
2001 North Kenney Fort Blvd.
Round Rock, Texas 78665**
- B. Respondents will check in at the clubhouse building at the North entrance of the facility.
- C. Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-bid meeting / site visit.
- D. It is the responsibility of the Respondent to examine each field and determine quantity, amounts, take precise measurements, determine material requirements, equipment requirements, labor requirements and other solicitation related details during said inspections.
8. **RESPONSE DUE DATE**: Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 5 – Schedule of Events. Mail or hand deliver sealed responses to:

**City of Round Rock
Attn: Cheryl Kaufman
Purchasing Department
221 E. Main Street
Round Rock, Texas 78664-5299**

Exhibit "A"

- A. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "DO NOT OPEN".
- B. Facsimile or electronically transmitted responses are not acceptable.
- C. Responses cannot be altered or amended after opening.
- D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
- F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
- G. Late responses will not be considered and will be returned unopened if a return address is provided.

9. **RESPONDENT 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 to carefully read the entire solicitation.

Respondent shall submit one (1) evident signed "Original" and one identical-to-the-original electronic copy of the IFB response on a flash drive (no CDs). The submittal is required to include all addendums and requested attachments. The bid response along with samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.

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

For your bid to be responsive, addendums and the attachments identified below shall be submitted with your proposal.

- ☐ **Addendums:** Addendums may be posted to this solicitation. Bidders are required to submit signed addendums with their sealed response. The Bidder shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation.
- ☐ **Attachment A: BID SHEET:** The bid response shall be submitted on itemized, signed Bid Sheet provided in the solicitation packet. Failure to complete and sign the bid sheet will result in disqualification. If there is a conflict between the unit price and extended price, the unit price will take precedence. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.
- ☐ **Attachment B: REFERENCE SHEET:** Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.
- ☐ **Attachment C: RESPONDENT QUESTIONNAIRE:** Complete the respondent questionnaire and submit with bid packet. Attach additional pages as needed. Failure to complete the respondent questionnaire may result in disqualification.

10. **BEST VALUE EVALUATION AND 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:

- A. Purchase price;
- B. Reputation of Respondent and of Respondent's goods and services;
- C. Quality of the Respondent's goods and services;

Exhibit "A"

- D. The extent to which the goods and services meet the City's needs;
- E. Respondent's past performance with the City;
- F. The total long-term cost to the City to acquire the Respondent's goods or services;
- G. Any relevant criteria specifically listed in the solicitation.
- H. **EVALUATION FACTORS**
 - Total of 100 points assessed as follows:
 - i. Cost- 60 points total
 - ii. Response to Attachment C – Respondent Questionnaire – 40 points total
 - o Company and individual work experience 25 points
 - o Training and development 10 points
 - o Vehicle and equipment list 5 points
 - I. 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.
- 11. **CONFIDENTIALITY OF CONTENT**: As stated in Section 16 of City of Round Rock Purchasing Definitions, Standard Terms and Conditions, 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
 - A. 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.
 - B. 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.
- 12. **SUSPENSION OR DEBARMENT CERTIFICATION**: The provisions of the Code of Federal Regulations 2 CFR part 180 suspension and debarment may apply to this agreement. The City of Round Rock is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from doing business with the Federal Government, State of Texas, or the City of Round Rock.
- 13. **CERTIFICATE OF INTERESTED PARTIES**: Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

PART II
DEFINITIONS, STANDARD TERMS AND CONDITONS
AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions, Standard 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, Standard Terms and Conditions can be viewed and downloaded from the City's website at:
<https://www.roundrocktexas.gov/departments/purchasing/>
2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing/>

Exhibit "A"

PART III SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. This agreement shall be effective as of the Effective Date, but the initial term (the "Initial Term") for performance of the Professional Turf Management Services under this Agreement shall begin on February 1, 2020 (the "Commencement Date") and unless sooner terminated as provided herein, shall terminate on the fifth (5th) anniversary of the Commencement Date (the "Termination Date").
 - B. 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 30 days to correct such deficiencies. If the respondent fails to correct the deficiencies within the 30 days, the City may terminate the agreement by giving the respondent written notice of termination and the reason for the termination.
 - C. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.
2. **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:
 - A. Be firms, corporations, individuals or partnerships normally engaged in providing professional turf management services for the overall maintenance, mowing, and upkeep of natural grass multi-purpose fields as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
 - B. 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 construction aids, appliances, and equipment Respondent deems necessary and maintain sole responsibility for the maintenance and repair of Respondent's vehicles, equipment, tools and all associated costs. The City shall not be responsible for any Respondent's tools, equipment or materials lost or damaged during the performance of the services specified herein;
 - C. To better ensure expected grade of performance, the successful contractor will be able to demonstrate a minimum of five (5) years' experience in performing the proposed scope of work previously or currently at the competitive collegiate and professional sports level, including a minimum of two NCAA or professional soccer facilities or stadiums.
 - D. Contractor must have Texas Commercial Pesticide Applicator License and provide an affidavit of performance to the above experience requirement.
 - E. Contractor must be able to demonstrate equivalent knowledge in horticulture and agronomy, including soil sampling and related sciences, have experience in resolving aggressive plant-related diseases, cross-pollination and other growth impediments, as well as provide evidence of large-scale athletic event preparation; experience with high-traffic properties is a plus.
 - F. Commitment to the contract requires contractor-provided equipment be dedicated to the property, to include a 5- or 7- gang professional grade reel mower to maximize effectiveness and consistent finishing results in mowing program and sufficient equipment to allow the deep tine aerification unit to pull a minimum 7" Cores, as needed. The City will provide a dedicated on-site Conex container for the storage of large equipment such as mowers and aerators. While no forklift is regularly present on site, with advance notice, the City can arrange for one if needed.
 - G. The City intends to contract with turn-key provider so the successful contractor will possess a demonstrated ability to resource extended cultural practice services, including reliable and consistent sod sourcing, and have a strong network of material and equipment providers as needed.
 - H. 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.

Exhibit "A"

3. **SUBCONTRACTORS**: Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in providing professional turf management services for the overall maintenance, mowing, and upkeep of natural grass multi-purpose athletic fields.
4. **DAMAGE**: The Respondent shall be responsible for damage to the City's equipment, property, the workplace, and its contents if the Contractor exhibits negligence in work, its personnel, and/or equipment usage.
5. **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:
 - A. 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;
 - B. 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;
 - C. 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.
6. **WORKFORCE**: Successful Respondent shall:
 - A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner;
 - B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee;
 - C. 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.
7. **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. Other than those items listed on the bid sheet as "Optional / One Time Charges," no separate line item charges shall be permitted for either response or invoice purposes.
8. **PRICE INCREASE**: Contract prices for professional turf management services shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 5% for any single line item.
 - A. **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/>.

Exhibit "A"

B. Procedure to Request Increase:

- i. Mail the written price increase request with the rate detail comparison and comprehensive calculation and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. 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**

- ii. 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.

9. **PERFORMANCE REVIEW**: The City reserves the right to review the awarded respondents' performance anytime during the contract term.
10. **ACCEPTANCE**: Acceptance inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City; the vendor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.
11. **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/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
12. **PERMITS**: The Successful Respondent shall verify and 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 if required for the project.
13. **AWARD**: The City reserves the right to enter into an Agreement or a Purchase Order with a single award or non-award that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://www.roundrocktexas.gov/businesses/solicitations/> once City Council has approved the recommendation of award and the agreement has been executed.
14. **POST AWARD MEETING**: The City and Successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
 - A. The method to provide a smooth and orderly transition of services performed from the current contractor;
 - B. Provide City contact(s) information for implementation of agreement.
 - C. Identify specific milestones, goals, and strategies to meet objectives.
15. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE**:
 - A. **Contractor'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.

B. The City's designated representative:

Brian Stillman
Sports Facilities & Operations Manager
Sports Management and Tourism
Phone: 512-218-6607
E-mail: bstillman@roundrocktexas.gov

16. INTERLOCAL PURCHASING AGREEMENTS

- A. The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement

Exhibit "A"

PART IV SCOPE OF WORK

1. **SCOPE:** The City of Round Rock is seeking to contract with a turn-key professional turf management company for the overall maintenance, mowing, and upkeep of our five natural grass fields at the Round Rock Multipurpose Complex. Required standard of turf management will be on par with competitive collegiate or professional sports venues within the state of Texas. Contractor will supply all services and supplies per the specified scope of work listed below.

Services shall be performed at:

**Round Rock Multipurpose Complex
2001 North Kenney Fort Blvd
Round Rock, TX 78665**

Professional Turf Management Services shall consist of the following tasks:

- A. **Mowing:** Required for all fields. Mowing schedule will be adjusted as necessary and shall occur at a minimum of three (3) times per week, weather permitting. Lawn height may vary depending on the time of year but must meet expectations for play; height: five-eighths to seven-eighths (5/8 to 7/8) inches and mowed with a reel mower.
- B. **Fertilization:** Required for all fields. Contractor will provide the City's designated representative with a fertilization schedule to include, but not limited to, how need will be accessed, frequency of fertilization and frequency of soil testing. Contractor will modify schedule in accordance with soil testing results and fertilization needs as necessary. Minimum of 1 application per month.
- C. **Aeration:** Required for all fields. Three (3) times per year, one (1) solid core aeration and two (2) hollow core aerations, and cores will be at least six (4) inches in depth with 1-3" spacing. Cores will be swept and removed from surface.
- D. **Top dressing:** Required for all fields. Four (4) times per year immediately following aeration and over-seed application, 120 tons per application covers all fields, and sand is to be USGA grade. In the event rocks or other foreign material is mixed with the sand, Contractor will make every attempt to remove the foreign material to ensure safety of the users of the field.
- E. **Verti-cutting:** Required for all fields. Two (2) times per year. Clippings will be swept up and removed from surface.
- F. **Insect/Weed Control:** Required for all fields. Pre-emergent insect/weed control will be applied at times deemed necessary. Post-emergent insect/weed control will be applied every 90 days. Two preventative applications for grub worms and an annual application for control of fire ants, mole crickets, and other insect control will be required as necessary. Weed eating and edging around the concrete ribbon of each field will be done weekly.
- G. **Over Seeding:** Required for all fields. A three-way blend of perennial rye at an 8 lb. per 1000 square foot rate or 6 lb. per 1000 square foot rate will be applied on or about October 15 of each calendar year weather permitting. A light top-dressing application shall be applied with seed to ensure seed-soil contact. High traffic areas may require additional over seeding and Contractor will apply over seeding to these high traffic areas as necessary.
- H. **Rolling:** Two (2) times per year with a 3 to 5-ton smooth double-drum roller.
- I. **Watering and irrigation maintenance:** Set and monitored weekly for any necessary adjustments to watering schedule. Minor repairs will be made when necessary and regular maintenance of the irrigation systems will be performed by the Contractor (i.e. valve boxes kept visible and clean, sprinkler heads adjusted properly, programs monitored and adjusted as necessary, minor leaks, broken sprinklers, etc.). The City will provide parts as necessary for the minor repairs.

Exhibit "A"

2. Standard Cultural Practice Estimated Timeline:

- A. January: General mowing practices. Continue fertilization program.
- B. February: General mowing practices. Apply pre-emergent/post emergent foliar application (specifically targeting both grass and broad leaf weeds). Continue fertilization program. Insecticide application.
- C. March: Soil Flush. Aerate with solid tines. General mowing practices. Continue fertilization program. Top-dress with USGA sand.
- D. April: Verti-cut. General mowing practices. Pre-emergent application. Continue fertilization program.
- E. May: General mowing practices. Continue fertilization program. Insecticide application.
- F. June: Aerate. Sweep and remove cores from turf. Top dress with USGA sand. General mowing practices. Continue fertilization program. Pre-emergent application specifically targeting goose and crab grass. General mowing practices.
- G. July: Verti-cut. General mowing practices. Continue fertilization program. Aerate.
- H. August: Apply foliar herbicide. Aerate with hollow tines. Sweep and remove cores from turf. Top dress with USGA sand. Pre-emergent application. Continue fertilization program. General mowing practices.
- I. September: General mowing practices. Continue fertilization program. Scalp turf down and prep for over-seed application. Insecticide application. Top-dress with USGA Sand. Soil Flush.
- J. October: General mowing practices. Continue fertilization program. Over-seed with Perennial Rye. Top-dress with USGA sand.
- K. November: General mowing practices. Continue fertilization program.
- L. December: General mowing practices. Continue fertilization program.

3. **OPTIONAL ITEMS MENU:** Work would be priced and performed IN ADDITION TO monthly/annual scope of services listed above.

- A. Dew removal or "whipping" of fields
- B. "Spiking": in all over-seed with a solid-tine aerator or seeder with 1/4" diameter tine on 2" spacing
- C. Solid-tine aerations performed electively on in-season fields and in high traffic areas of fields (primarily through the center of the fields)
- D. Additional light to moderate top dressings
- E. Re-sodding of worn areas

Exhibit "A"

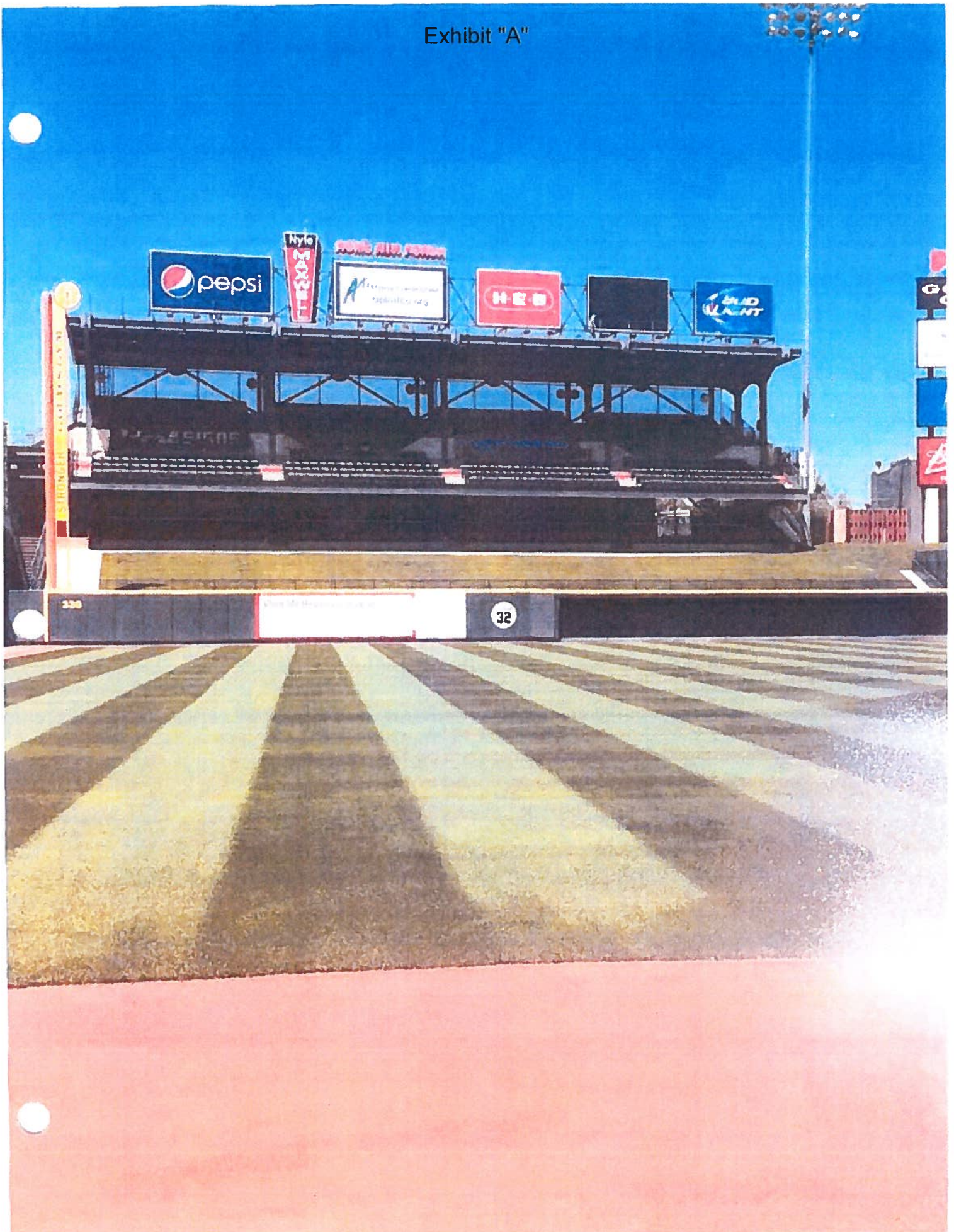
Ryan Sanders Sports Services

Turf Services

Ryan Sanders Sports Services ("RS3")
Tel (512) 238-2247 Fax (512) 334-2278
3400 E. Palm Valley Blvd
Round Rock, TX 78665

www.RS3Turf.com

Exhibit "A"



CONTENTS

WE ARE RS3 3

Founded on a Legend 3

Ryan Sanders Baseball 4

Ryan Sanders Sports Services ("RS3") . 5

Vision 6

Mission 6

Values 7

THE PORTFOLIO 11

STRATEGIC INNOVATION 12

People 12

Products & Resources 12

Plan 12

REFERENCES 13

FINANCIAL PROPOSAL 15



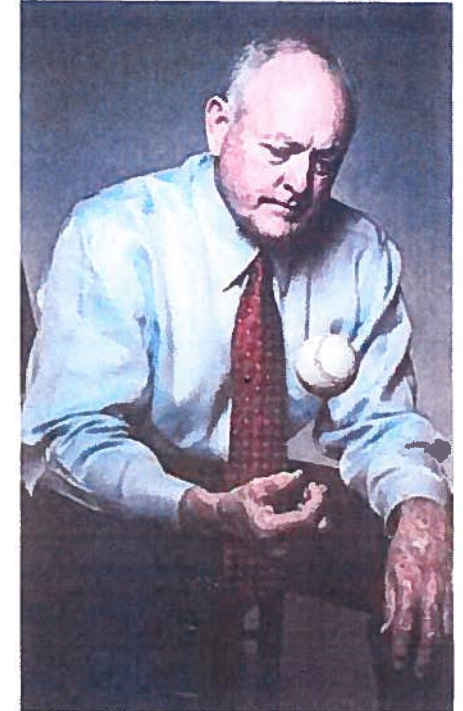
WE ARE RS3

FOUNDED ON A LEGEND

The same drive, passion and pursuit of excellence that drove him to a Hall of Fame Major League Baseball career is the foundation upon which Nolan Ryan built his post-baseball business career. Today, the Ryan brand stands for quality and excellence, the force behind his subsequent business life and the roots by which Ryan Sanders Sports Services ("RS3") were established.

After his retirement as an active player, Ryan was able to pursue a number of highly successful business ventures. He is a Principal Owner of Ryan Sanders Baseball, parent company of RS3, which also owns and operates the Round Rock Express of the Pacific Coast League, a Houston Astros affiliate. For a number of years, Ryan owned and served as Chairman of the Board of The Express Bank in Alvin and The Express Bank of Texas in Round Rock. Currently as a principal owner, he sits on the Board of R Bank in Round Rock. He also has several working cattle ranches in South Texas.

Ryan served on the Texas Parks and Wildlife Commission from 1995 to 2001. He appeared as a TV spokesman for Southwest Airlines, as well as Advil for several years promoting the pain medication he recommended for his own arm. After retiring from baseball, Ryan teamed up with the Federal Government to promote physical fitness. His likeness was used in the "Nolan Ryan Fitness Guide," published by The President's Council on Physical Fitness and Sports in 1994. Ryan is a Beefmaster Cattleman and runs his own beef company, producing organic beef sold across the Southwest. Ryan's career has also included a successful stint as President/CEO of the Texas Rangers, resulting in two trips to the World Series, and, currently a Special Advisor to the owner and President of the Houston Astros. Ryan and his family are equally passionate about the communities in which they live. The Nolan Ryan Foundation built the Nolan Ryan Center for Continuing Education at Alvin Community College, which opened in 1996. He also sponsors the Nolan Ryan Scholarship Fund at Alvin Community College. Many of RS3's core values had their beginnings in the work ethic on which the legend of "The Ryan Express" was carried out and are based upon the tenets of good, sound and ethical business.



RYAN SANDERS BASEBALL

Combining a 27-year Hall of Fame baseball career with over 50 years of savvy business experience, the roots of Ryan Sanders Baseball ("RSB") are a natural for sports ownership and services. Today, the group is comprised of more than 30 minority shareholders, many of them former professional baseball players. Established by Nolan Ryan, Major League Baseball's all-time strikeout king, his son, Reid, and Houston financier and businessman Don Sanders, who first ventured into securities in 1959, Ryan Sanders Baseball laid down its foundation in Round Rock when it introduced the Round Rock Express and Dell Diamond to Central Texas in time for the 2000 season.

With Reid Ryan serving as Ryan Sanders Baseball's Founder and Chief Executive Officer, the Double-A Round Rock Express, then-affiliates of the Houston Astros, broke the Texas League single-season attendance record right out of the chute, grabbing the league championship along the way. The legacy has grown year over year since. Dell Diamond, now home to the Triple-A affiliate of the Texas Rangers, has become a flagship for the very best in family entertainment, down home Texas-style guest attention, and a keeper of the ideals of Minor League Baseball's affordability and outstanding entertainment value. The ballpark and organization have been recognized at the highest level of the game and continue to be resources to companies around Texas and the United States as examples of outstanding guest services.

In 2005, the vision expanded to include the Corpus Christi Hooks and Whataburger Field and today spans the state of Texas in several ventures.



RYAN SANDERS SPORTS SERVICES ("RS3")

The vision expanded in fall 2013 with the emergence of RS3, a wholly-owned subsidiary of Ryan Sanders Baseball. RS3 folds in programming and operational models for banquet and conferencing, retail and merchandising, award-winning groundskeeping and turf management, and a complete food and beverage service package to address every event-day need in any size venue. RS3, together with its industry-leading partners and network, injects a resounding new perspective to the traditional industry of sports venue services – an operator's sensitivity to guest service and a difference-making attitude about quality and unexpected guest satisfaction.



Exhibit "A"



VISION

Our vision is to combine quality performance sports fields with the legendary Ryan Sanders brand of excellence to provide innovative and creative service to spectator sports venues across the industry.

MISSION

Our mission is to provide every athlete the opportunity to play on a field that allows a peak performance as well as a safe environment. We will focus on creating familiarity and intimacy befitting a community sports venue environment. We will cultivate a safe, fun, friendly and rewarding work culture that inspires dedication, motivates commitment to a team atmosphere, and fulfills a sense of purpose through personal growth and involvement. We will work with high energy and communicate expectations to serve our vision and instill responsible behavior and accountability. We will act with integrity, manage and produce with efficiency, deliver with pride, work with passion, create courageously, and never cease in learning. We will explore, pursue and capitalize on opportunities that result.

CORE VALUES

Our recipe for success is deep-rooted in core values that have sustained the Ryan Sanders brand as an industry leader as club operators, progressive marketing innovators and a reputation built on raising the bar in the way we conduct ourselves as a team and individuals.

RYAN SANDERS SPORTS SERVICES

CORE VALUES

Deliver Unexpected Guest Experiences **OPERATE +1**
THE POWER OF "YES!"

Embrace & Encourage Improvements and Change

Create Fun

Be Bold, Courageous, Creative and Effective

Pursue Personal Growth and Learning

Build Trust Through Open Communication

Promote Family Values and A Team Culture

Do More with Less

Actively Listen

Practice Humility

Passionately Participate in the Community



Exhibit "A"



Reese Ryan
Chief Executive Officer
Ryan Sanders Baseball

Reese Ryan serves as CEO of Ryan Sanders Baseball, parent company of RS3 and the ownership group for the Texas Rangers Triple-A affiliate, the Round Rock Express. Active in his alumni association, Ryan is a 1999 graduate of Texas Christian University with a Bachelor of Science in Radio-Television-Film Production, as well as a graduate of the TCU Ranch Management program.

In addition to his duties with the Express, Ryan also is involved in real estate as a partner in Shope and Ryan Management, a real estate investment company based in Fort Worth. He also serves as Founder and Chairman of the board for R Bank - a community bank in Round Rock - and is a partner behind the Texas expansion of The Coffee Bean & Tea Leaf.

Ryan is a recognizable member of the nonprofit community currently serving on the board of YMCA of Greater Williamson County as well as the board for HeartGift, a foundation whose mission is to provide lifesaving heart surgery to disadvantaged children living in developing countries where specialized medical intervention is scarce or nonexistent.

Ryan also serves on the board of directors for Nolan Ryan's All-Natural Beef as well as The Nolan Ryan Foundation. Ryan and his family resides in Austin, Texas, and spends their free time skiing, hunting, fishing and traveling.

Exhibit "A"



Garrett Reddehase
Senior Vice President, Turf Operations
RS3 Turf
Tel (512) 238-2266
greddehase@rs3sports.com

Garrett Reddehase, CPTM, became director of the Turf Services Division upon the formation of Ryan Sanders Sports Services (RS3) in 2014 and was promoted to Senior Vice President, Turf Services in the fall of 2017. In his current position, Reddehase manages all operations of the division to include new construction, maintenance and renovations for professional, collegiate and city sports fields. Reddehase began his career in professional baseball in 2005. Prior to the formation of RS3, he was the head groundskeeper at Dell Diamond from 2009 to 2014. In 2011 and again in 2013, Reddehase received the Pacific Coast League (PCL) Presidential Commendation for groundskeeping. He was named the 2012 PCL Turf Manager of the Year.

Prior to joining the Express staff, Reddehase served as field superintendent with the Corpus Christi Hooks, the Double-A affiliate of the Houston Astros. He was involved with the grounds crew at Whataburger Field since the building of the facility in 2005. During the Hooks' inaugural season, he and his crew nurtured the league's best playing surface. Reddehase served as Corpus Christi's head grounds keeper from October 2007 until joining the Express.

Reddehase was named 2009 Texas League Turf Manager of the Year, an award voted on by the Texas League managers and umpires. Furthermore, he was awarded the 2009 Professional Baseball Field of the Year by the Sports Turf Managers Association (STMA), the highest honor awarded in the industry. In the interim, Whataburger Field was voted the second-best playing surface in the eight-team league in 2007 and 2008, and was also selected as the top field in the South Division.

Education: Bachelor of Science in Kinesiology Sport Management, with minor in Business.

Certified Professional Turf Manager (CPTM), Commercial Pesticide Applicator License Texas Department of Agriculture

Member of Sports Turf Managers Association, Coastal Conservation Association, Texas Turfgrass Association and Texas Sports Turf Association Manager.

Exhibit "A"



Jared Olson
Construction Manager, Turf Services
RS3 Turf
Tel (512) 238-2249
jolson@rs3sports.com

Jared Olson is in his third year with RS3 Turf Services and his 14th year in sports turf management. Prior to joining RS3 Turf Services, Olson served as the Director of Facilities and Turf Management for the Lake County Captains (Single-A affiliate of the Cleveland Indians), Head Groundskeeper for the Salt Lake Bees (Triple-A affiliate of the Los Angeles Angels), Manager of Grounds for the Miami Marlins, and Assistant Head Groundskeeper for the Los Angeles Memorial Coliseum.

Throughout his nine years in professional baseball, Olson helped build mounds, laser-graded and consulted with numerous area high schools near the Minor and Major League Baseball stadiums where he worked. During his time in Miami, Olson was hired to assist with the construction phase of the new Marlins Park. He participated in annual laser grading, field conversions and playing field improvements at the ballpark.

Most recently, Olson joined Turf Equipment Source in Phoenix, where he began his construction and renovation career. There, he worked at the Spring Training homes of the San Francisco Giants, Cincinnati Reds and Cleveland Indians, as well as numerous area high schools. He also worked with golf courses in Phoenix, Denver and Laramie, Wyoming, where he helped rebuild tee boxes.

Olson graduated from South Georgia College and is a member of the National Sports Turf Managers Association, Texas Turfgrass Association and the Texas STMA.

OUR BUSINESS BACKGROUND

Our business portfolio spans a diverse spectrum of unique interests. From professional sports ownership and management, to banking, cattle, food and food service and a variety of entertainment interests, our network of experiences and business contacts rivals the most aggressive firms in the marketplace.



Abilene Christian University
Angleton ISD
Austin ISD
Big League Weekend
Brentwood Christian School
City of Laredo
City of Round Rock
City of Taylor
Corpus Christi Hooks
El Paso Chihuahuas
Fields at Huber Ranch
George W Bush Little League
Hays Consolidated ISD
Houston Astros
Houston Dynamo
Houston ISD
Lehman High school
Paschal High School
Pflugerville ISD
Pope John XXIII High School
Regents High School
Rice University
Round Rock ISD
San Antonio Missions
Southwestern University
St. Edwards University
Super Bowl Practice Field
Texas A&M University
Texas Christian University
Texas State University

THE PORTFOLIO

OUR VENUES



A state-of-the-art facility, Dell Diamond has been the home of the Round Rock Express since its inception in 2000. The stadium serves as a premier Central Texas destination and is constantly ranked among the top in Minor League Baseball. In 2006 and 2007 it was named the Top Minor League Park by Minor League News and came in second place in voting in 2008, behind Ryan Sanders Baseball's own Whataburger Field, home of the Corpus Christi Hooks (AA-affiliate, Houston Astros). The RS3 team has performed the turf services and grounds keeping needs since opening day in 2000 under the Ryan Sanders Baseball name. In 2010 Ryan Sanders Turf Services was born and the privilege of a professional field expanded to baseball fields across central Texas.



The University of Houston is the home to one of the most storied athletics programs in the nation. The Cougars have won 62 NCAA individual championships and 17 NCAA team titles, now been in 21 bowls, appeared in five NCAA Finals Fours in men's basketball, and earned a berth to the College World Series. But the athletes aren't limited by the 17 intercollegiate sports offerings. Each year, thousands of students participate in more than 30 intramural activities through Campus Recreation programs.

RS3 has maintained the turf management services for University of Houston's Athletic fields since 2012. The services include grounds keeping as well as maintaining one of the finest football fields in the country. Last season RS3 was an instrumental part of the transition to the new synthetic grass baseball field.

In the fall of 2014 RS3 expanded the service at the University of Houston to include the six Intramural fields on campus.

STRATEGIC INNOVATION

PEOPLE

RS3 has the ability to assemble strong teams, with an exceptional skill base that exceeds the industry standards. Our team leaders have spent time working in all aspects of Turf Management and are experienced with all sports fields from Football to Baseball and synthetic to natural turf services.

PRODUCTS & RESOURCES

RS3 uses only top-grade products on all the fields we maintain. We have partnered with high quality bulk field material providers, specialized products and the industries top equipment venders.

PLAN

RS3 excels in construction, renovation and maintenance. RS3 will put together a strong and growing plan for your facility. One that will maximize results on any field. The Scope of this plan will be listed in detail in the attached exhibits.

REFERENCES

TEXAS CHRISTIAN UNIVERSITY

Chris Honkomp, Asst. Vice Chancellor of Facilities: c.j.honkomp@tcu.edu
Robert Sulak, Asst. Director Landscaping & Grounds: r.sulak@tcu.edu

Texas Christian University is a private Christian-based, coeducational university located in Fort Worth Texas. TCU Athletics compete in the Big 12 Conference of the NCAA's Division. One renovation project consisted of removing an estimated 25,000sqft of existing sod, laser grading the area, and installing 25,000sqft of TifTuf Bermuda on the Charlie and Marie Lupton Baseball Field. RS3 also provides on-site daily management of the baseball field. These practices include, but are not limited to, mowing, irrigation, fertilization, aeration, insect/weed control, edging, over-seeding, top dressing, lip work, mound work, dirt work, maintaining the warning track and game prep and set up.

UNIVERSITY OF HOUSTON INTRAMURALS

Kim Clark, Director Campus Recreation: kdclark@uh.edu

The University of Houston's Recreation Department sponsors 27 active sports clubs on campus in the intramural program. The Sports Club Program is an integral part of the Department of Campus Recreation. One renovation project consisted of removing an estimated 130,000sqft of existing sod. The area was laser-graded and 130,000sqft of new sod was installed. RS3 Turf also partners with the Department of Campus Recreation to provide quality fields for play. RS3 provides on site management of the Cullen Intramural Fields and the CRWC Field. General professional maintenance practices are performed on the fields throughout the year. These practices include, but are not limited to, mowing, irrigation, fertilization, aeration, insect/weed control, edging, over-seeding, top dressing and verticutting. The renovation project met the standard of play for NCAA.

MINUTE MAID PARK - HOUSTON ASTROS

Izzy Hinojosa, Head Groundskeeper: ihinojosa@astros.com

The Houston Astros are an American professional baseball team based in Houston, Texas. The Astros compete in Major League Baseball as a member club of the American League West division. During the 2018 season RS3 Turf performed a full field re-sod. The scope included a 2" depth sod and rootzone removal over an estimated 100,000sqft, laser grading, prepped the area for incoming sod, and complete removal of spoils from the site. The field was completed in 2-3 working days and met the standard of play for Major League Baseball.

DELL DIAMOND – ROUND ROCK EXPRESS

Chris Almendarez, President: calmendarez@rrexpress.com

The Round Rock Express are a class Triple-A Pacific Coast League minor league baseball team in Round Rock, Texas. RS3 provides on site management of the baseball field, berms, building grounds and parking lot areas. The team at Dell Diamond perform complete oversight of all daily field maintenance and grounds landscaping duties, to include all aspects of year-round operation of professional baseball stadium such as seeding, watering, mowing and fertilizer/pesticide programs, all grass and warning track areas, game-day field preparation, field renovation and installation, minor repairs and general maintenance of field equipment, sprinkler systems and drains. RS3 Turf has also completed 3 full field renovations for the club. This consisted of removing an estimated 100,000sqft of existing sod at 2-6" in depth in some cases, laser-grading, prepping the area for sod install, and installing an estimated 100,000sqft of TifTuf Bermuda. The renovation project met the standard of play for MLB and MiLB.

HOUSTON DYNAMO

Dan Bergstrom, CSFM Director of Grounds: dbergstrom@bbvacompasstadium.com

The Houston Dynamo is an American professional soccer club based in Houston. The franchise competes in Major League Soccer, as a member of the Western Conference. RS3 Turf Crew has provided a full field renovation for the club. The Crew removed 3" of existing sod and rootzone, laser-graded, and prepped the area for sod install. The spoils were hauled off and removed from the property. The renovation project met the standard of Play for Major League Soccer.

SUPER BOWL LII PRACTICE FIELDS – UNIVERSITY OF HOUSTON CAMPUS AND RICE UNIVERSITY CAMPUS

Kyle Chank, Transportation and Operations, Houston Super Bowl Host Committee: c: 760-702-4191

University of Houston and Rice University campuses were selected by the Super Bowl Host Committee as practice locations for Super Bowl LII teams. Each campus renovated the practice fields to meet the expectations of the professional teams. RS3 performed the services at both locations. The scope included removal of existing turf, adjustments of irrigation heads and boxes to new grade, use of bleccavator (roto-tilling) to breakup organic layer, blending of new root zone, laser grading and installation of turf, top dressing and management of the 60-day grow in with fertilizer, mowing and overseeding. Both renovation projects met the standards of the National Football League.

Exhibit "A"



December 30, 2019

Cheryl Kaufman
Purchasing Supervisor
Purchasing Division
City of Round Rock
221 East Main Street
Round Rock, Tex. 78664-5299

RE. Professional Turf Management Services SOLICITATION NO. IFB 20-002REBID

Dear Cheryl Kaufman,

On behalf of everyone at Ryan-Sanders Sports Services and its Turf division, we are truly excited to submit our enclosed comprehensive bid for the Round Rock Multipurpose Complex. We have read the bid information, hereby attest to being fully qualified as to its minimum experience standards in its entirety and agree with the RFP, including all Terms and Conditions.

We believe our relationships and experience throughout the state and region, matched with our uniquely diverse business background in not only practical business and event preparation, but a multitude of sports, sports field material manufacturing, banking, hospitality and event production businesses, paves the way for a new paradigm for progressive and thoughtful planning and execution for the preparedness of your athletic fields. As always, at the center of our approach is the most important piece of our businesses: the constituency of the City of Round Rock, the owner and our client.

We believe strongly in our credentials and ability to maximize opportunities to continue to take your athletic surfaces to the next level. To pull that off, we have forged allegiances with industry-leading contractors, product manufacturers, and specialized services and product providers, and have attracted some of the best sports turf management talent available. The Turf Manager chosen to maintain the facility will be onsite daily and will be his sole responsibility. Our headquarters is located down the street at Dell Diamond, which allows us to provide an abundance of resources at a moment's notice. Our Head Turf Managers resume is attached.

We are not proffering a partnership – we, instead, want to be your in-house turf management expert with no pretense for our own benefit above that of the City's. You need and should have total integration with your turf department. Anything less would be contrary to our own operating beliefs. That is our offer.

We respectfully and earnestly submit our value proposition for your consideration and are ready to continue if selected as your Contractor of choice or to provide additional information as needed.

Very Sincerely,

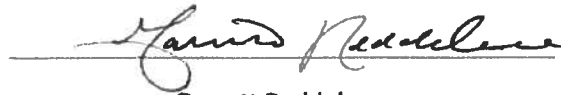
A handwritten signature in black ink, appearing to read 'Garrett Reddehase', written over a horizontal line.

Garrett Reddehase
Senior Vice President of Turf Operations

Exhibit "A"

Affidavit

I hereby affirm that, through its ownership and operation of two professional baseball teams since 1999 and its management and production of various amateur and professional sporting events, Ryan Sanders Baseball ("RSB"), as Round Rock Express Baseball Club, as Ryan Sanders Sports Turf Services, and as Ryan Sanders Sports Services - Turf division ("RS3"), has obtained in excess of five (15) years' experience in performing the described proposed scope of work at the competitive collegiate and professional level. I further attest RSB as RS3 continues to perform regular and routine maintenance on more than two NCAA athletic facilities, as well as event preparations, renovation and repair services and cultural practices at other athletic facilities and stadiums, including at the professional level, and is well versed on the nuances of the traffic demands of the sport on natural playing surfaces.



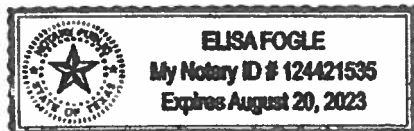
Garrett Reddehase

STATE OF: Texas

COUNTY OF: Williamson

Subscribed and sworn to before me this 6 day of January 2020.

[SEAL]



NOTARY PUBLIC

Name: Elisa Fogle

My commission expires on: 8/23/2023

Exhibit "A"

EXHIBIT A

SCOPE OF SERVICES

Mowing: Required for all fields. Mowing schedule will be adjusted as necessary and shall occur at a minimum three (3) times per week, weather permitting. Lawn height may vary depending on the time of year but must meet expectations for play; height: five-eighths to seven-eighths (5/8 to 7/8) inches and mowed with a reel mower.

Fertilization: Required for all fields. Contractor will provide Owner with a fertilization schedule to include, but not limited to, how need will be assessed, frequency of fertilization and frequency of soil testing. Contractor will modify schedule in accordance with soil testing results and Owner fertilization needs as necessary. Minimum of 1 application per month.

Aeration: Required for all fields. Three (3) times per year, one (1) solid core aeration and two (2) hollow core aerations, and cores will be at least six (4) inches in depth with 1-3" spacing. Cores will be swept and removed from surface.

Top dressing: Required for all fields. Four (4) times per year immediately following aeration and over-seed application, 120 tons per application covers all fields, and sand is to be USGA grade. In the event rocks or other foreign material is mixed with the sand, Contractor will make every attempt to remove the foreign material to ensure safety of the users of the field.

Verti-cutting: Required for all fields. Two (2) times per year. Clippings will be swept up and removed from surface.

Insect/Weed Control: Required for all fields. Pre-emergent insect/weed control will be applied at times deemed necessary. Post-emergent insect/weed control will be applied on every 90 days. Two preventative applications for grub worms. Annual application for control of fire ants and mole crickets. Other insect control as necessary. Weed eating and edging around the concrete ribbon of each field will be done weekly.

Over Seeding: Required for all fields. A three-way blend of perennial rye at a 8 lb. per 1000 square foot rate or 6 lb. per 1000 square foot rate, as indicated below, will be applied on or about October 15 of each calendar year weather permitting. A light top-dressing application shall be applied with seed to ensure seed-soil contact. High traffic areas may require additional over seeding and Contractor will apply over seeding to these high traffic areas as necessary.

Rolling: Two (2) times per year with a 3 to 5-ton smooth double-drum roller.

Watering and irrigation maintenance: Set and monitored weekly for any necessary adjustments to watering schedule. Repairs will be made when necessary and regular maintenance of the irrigation systems will be performed (i.e. valve boxes kept visible and clean, sprinkler heads adjusted properly, programs monitored and adjusted as necessary, etc.). Any wear and tear that requires repairs to the irrigation system will be performed (i.e. minor leaks, broken sprinkler heads, etc.). Any damages done by an entity other than Contractor will be treated as billable. Any renovations will be treated as billable. Irrigation methods shall include infrequent, deep watering tact sodding of areas will be deemed billable.

Exhibit "A"

EXHIBIT B

Standard Cultural Practice Timeline:

- January: General mowing practices. Continue fertilization program.
- February: General mowing practices. Apply pre-emergent/post emergent foliar application (specifically targeting both grass and broad leaf weeds). Continue fertilization program. Insecticide application.
- March: Soil Flush. Aerify with solid tines. General mowing practices. Continue fertilization program. Top-dress with USGA sand.
- April: Verti-cut. General mowing practices. Pre-emergent application. Continue fertilization program.
- May: General mowing practices. Continue fertilization program. Insecticide application.
- June: Aerify. Sweep and remove cores from turf. Top dress with USGA sand. General mowing practices. Continue fertilization program. Pre-emergent application specifically targeting goose and crab grass. General mowing practices.
- July: Verti-cut. General mowing practices. Continue fertilization program. Aerify.
- August: Apply foliar herbicide. Aerify with hollow tines. Sweep and remove cores from turf. Top dress with USGA sand. Pre-emergent application. Continue fertilization program. General mowing practices.
- September: General mowing practices. Continue fertilization program. Scalp turf down and prep for over-seed application. Insecticide application. Top-dress with USGA Sand. Soil Flush.
- October: General mowing practices. Continue fertilization program. Over-seed with Perennial Rye. Top-dress with USGA sand.
- November: General mowing practices. Continue fertilization program.
- December: General mowing practices. Continue fertilization program.

Terms & Pricing, based on above scope:

5-year term \$153,000.00 per year for five years.

Contractor supplies all labor, materials (except as noted) and equipment.

Optional Items Menu:

Dew removal or "whipping" of fields:

\$75.00 PER FIELD

Monthly soil compaction tests to ensure soil meets standards of Owner and to determine any additional aeration needs:

NO ADDITIONAL CHARGE

Sweeping of cores during all core-aerations:

NO ADDITIONAL CHARGE

"Spiking" in all over-seed with a solid-tine aerator or seeder with ¼" diameter tine on 2" spacing:

\$400.00 PER FIELD

Solid-tine aerations performed monthly on in-season fields and bi-weekly on high traffic areas of the fields:

\$350.00 PER FIELD

Additional light to moderate top dressings:

\$750.00 PER FIELD

Re-sodding of worn areas:

\$1.75 PER SQUARE FOOT

Attachment A- Bid Sheet
Exhibit "A"
Professional Turf Management Services
IFB 20-002REBID

The Respondent represents by their signature below that they are submitting a binding offer and are authorized to bind the respondent to fully comply with the solicitation documents contained in IFB 20-002REBID Professional Turf Management Services. The Respondent acknowledges that they have received and read the entire solicitation packet, attachments, and all documents incorporated by reference, and agrees to be bound by the terms therein.

Special Instructions: All prices must be quoted in order to be considered responsive. Be advised that exceptions taken to any portion of the solicitation will jeopardize acceptance of the bid. Alternative bids will not be considered and unauthorized modifications to the bid sheet format will result in the rejection of the bid. The City reserves the right to purchase more or less than the quantities indicated below.

Cost = 60 Points

Section I- Professional Turf Management Services - Standard Monthly Billing

No.	Description	Estimated Annual Quantity	Unit	Monthly Cost	Extended Annual Total
1	Round Rock - Multipurpose Complex: Five (5) natural grass fields.	12	Each	\$12,750.00	\$153,000.00
Annual Total:					\$153,000.00

Section II- One-Time charges for optional Professional Turf Management Services on an "as requested" basis

This section will not be evaluated but will become part of the contract for billing purposes.

\$5,000 per year will be allocated to the contract for optional services.

No.	Description	Qty	Unit	One-time Cost
1	Dew removal or "whipping" of fields	1	Per Visit/Field	\$75.00
2	Spiking: In all over-seed with a solid-tine aerator or seeder with 1/4" diameter tine on 2" spacing	1	Per visit/Field	\$400.00
3	Solid-tine aerations performed electively on in-season fields and in high traffic areas of fields (primarily through center of the fields)	1	Per Visit/Field	\$350.00
4	Additional light to moderate dressings	1	Per Visit/Field	\$750.00
5	Re-sodding of worn areas	1	Per Square Foot	\$1.75

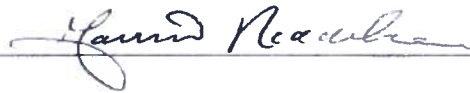
Response to Attachment D – Respondent Questionnaire – 40 points total broken down as follows:

- o Company and individual work experience 25 points
- o Training and development 10 points
- o Vehicle and equipment list 5 points

COMPANY NAME:

Ryan Sanders Sports Services ("RS3 Turf")

SIGNATURE OF AUTHORIZED REPRESENTATIVE:



PRINTED NAME:

Garrett Reddehase

PHONE NUMBER:

(361)331-7226

EMAIL ADDRESS:

greddhase@rs3sports.com

Exhibit "A"

**ATTACHMENT B:
REFERENCE SHEET**

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: IFB 20-002 REBID

RESPONDENT'S NAME: RS3 Sports Turf

DATE: 12/30/2019

Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

- | | | |
|----|-----------------------|--|
| 1. | Company's Name | St. Edwards University |
| | Name of Contact | Andy Shantz |
| | Title of Contact | Facilities and Events Coordinator |
| | E-Mail Address | ashantz@stedwards.edu |
| | Present Address | 3001 S. Congress Ave. |
| | City, State, Zip Code | Austin, TX 78704 |
| | Telephone Number | (970) 270-6171 Fax Number: () |

- | | | |
|----|-----------------------|--|
| 2. | Company's Name | University of Houston - Intramurals |
| | Name of Contact | Kim Clark |
| | Title of Contact | Director of Campus Recreation |
| | E-Mail Address | kdclark@uh.edu |
| | Present Address | 4500 University Dr. |
| | City, State, Zip Code | Houston, TX 77204 |
| | Telephone Number | (713) 743-5478 Fax Number: (713) 743-9517 |

- | | | |
|----|-----------------------|--|
| 3. | Company's Name | Round Rock Express |
| | Name of Contact | Chris Almendarez |
| | Title of Contact | President |
| | E-Mail Address | calmendarez@rrexpress.com |
| | Present Address | 3400 E. Palm Valley Blvd. |
| | City, State, Zip Code | Round Rock, TX 78665 |
| | Telephone Number | (512) 238-2214 Fax Number: (512) 238-2256 |

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

ATTACHMENT C
RESPONDENT QUESTIONNAIRE
40 Points

Name of Business:	Ryan Sanders Sports Svcs., LLC dba RS3 Turf
Physical Address of Headquarters (HQ):	3400 E. Palm Valley Blvd., Round Rock, TX 78665
Physical Address of Serving Branch: (if different address from HQ)	3400 E. Palm Valley Blvd., Round Rock, TX 78665

1. **TRAINING AND DEVELOPMENT**: On a separate sheet of paper describe training and development provided to staff. **(10 Points)**
2. **EQUIPMENT LIST**: Attach a separate sheet of paper that describes the type of vehicles and equipment that will be used to support this contract. This inventory list shall provide line item information of assets including type of equipment, brand, quantity, and age. **(5 Points)**
3. Number of full-time employees that are eligible to work on City of Round Rock projects:

Number of Employees:	11
----------------------	----

4. How many years has your company been in the Professional Turf Management Business?

Number of years in the Professional Turf Management business:	15
--	----

5. **EXPERIENCE**: On a separate sheet of paper describe relevant company and individual experience for the personnel who will be actively engaged in the performance of this contract. **(25 Points)**
 - A. Company work experience: Describe recent company work experience (2 years or less) for at least 2 commercial contracts for Professional Turf Management Services.
 - B. Individual Work Experience: Include the resume of the owner and lead personnel as well as supporting documentation as applicable; such as certifications, licenses, and years of experience.

Exhibit "A"

Garrett Reddehase

SENIOR VICE PRESIDENT

Garrett Reddehase, CPTM, has been with the turf services division of the company since the formation of Ryan Sanders Sports Services (RS3) in 2014, and was named Senior Vice President, Turf Services in 2017. In his current position, Reddehase manages all operations of professional, collegiate and city sports fields. Prior to the formation of RS3, he was the head groundskeeper at Dell Diamond from 2009-2014. In 2011 and 2013, Reddehase received the Pacific Coast League's Presidential Commendation for Groundskeeping and was named the 2012 Pacific Coast League (PCL) Turf Manager of the Year.

Prior to joining the Express staff, Reddehase served as field superintendent with the Corpus Christi Hooks. He was involved with the grounds crew at Whataburger Field since the building of the facility in 2005 and served as Corpus Christi's head groundskeeper from 2007 until joining the Express. During the Hooks' inaugural 2005 season, Reddehase and his crew nurtured one of the league's best playing surfaces.

Reddehase was named 2009 Texas League Turf Manager of the Year, an award voted on by Texas League managers and umpires. Furthermore, Reddehase was awarded the 2009 Professional Baseball Field of the Year by the STMA, the highest honor awarded in the industry. In the interim, Whataburger Field was voted the second-best playing surface in the eight-team league in 2007 and 2008 and was also selected as the top field in the South Division.

Nick Rozdilski

SENIOR GROUNDSKEEPER

Nick Rozdilski has been in the sports turf management industry since 2005 and had been the Head Groundskeeper for the Round Rock Express since 2017. During the offseason prior to the 2018 campaign, Dell Diamond served as the primary filming location for AMC's hit television show Fear the Walking Dead. Rozdilski oversaw the transformation of Dell Diamond into the post-apocalyptic set in the fall, then led a complete rebuild of the playing surface and berms in less than three weeks following the end of the show's production in early March 2018.

Prior to joining the Express, Rozdilski served as the Head Groundskeeper for the Corpus Christi Hooks for two years. During his time with the Hooks, he oversaw multiple renovations to the award-winning Whataburger Field, the largest being the complete replacement of the existing playing field.

Rozdilski was the Assistant Head Groundskeeper for the Baltimore Orioles for six years and oversaw both the installation and grow-in of a 100 percent sand-based field with four different blends of Kentucky Bluegrass. Additionally, he maintained a pristine playing field during the 2012 ALDS.

Before serving as Assistant Head Groundskeeper for the Orioles, Rozdilski served as the Assistant Head Groundskeeper for the Trenton Thunder. There, he led the constant adjustment and repair of pitcher's mounds and bullpen mounds to league regulations. Rozdilski graduated from Delaware Valley College with a Bachelor of Science in Agronomy.

Exhibit "A"

Jared Olson

CONSTRUCTION MANAGER

Jared Olson joined RS3 Turf in 2017 but has been in the sports turf management industry since 2006. Prior to this position, Olson served as the Director of Facilities and Turf Management for the Lake County Captains, Head Groundskeeper for the Salt Lake Bees, Manager of Grounds for the Miami Marlins and Assistant Head Groundskeeper for the Los Angeles Memorial Coliseum.

Throughout his years in professional baseball, Olson helped build mounds and consult with numerous area high schools. During his time in Miami, Olson was hired to assist with the construction phase of the new Marlins ballpark. He participated in annual laser grading and playing field improvements at the ballpark.

Most recently, Olson joined Turf Equipment Source in Phoenix, where he began his construction and renovation career. There, he worked at the spring training homes of the San Francisco Giants, Cincinnati Reds and Cleveland Indians, as well as numerous local high schools. He also worked with golf courses in Phoenix, Denver and Laramie, Wyoming where he helped rebuild tee boxes. Olson graduated from South Georgia College and is a member of the National Sports Turf Managers Association, Texas Turfgrass Association and the Texas STMA.

David Allbritton

Sales & Services Manager

David Allbritton was born in Shreveport, Louisiana. He attended Barton County Community College in Great Bend, KS then transferred and graduated with a Bachelor of Science degree in Recreation at Emporia State University in Emporia, KS. Once graduated, David was hired on as the assistant baseball coach at Emporia State University. David then moved to Coffeyville, KS where he coached for two years at Coffeyville Community College. David joined the RS3 Turf Construction Crew when he moved to Round Rock, TX in 2016. During his first year with the RS3 Construction Crew he renovated, constructed and maintained numerous ballparks and facilities. That role then moved within RS3 Turf and he became the Turf Manager at Multi-Purpose Complex in Round Rock, TX. David has most recently moved into the Sales and Service Manager role for RS3 Turf.

Exhibit "A"

Andrew Keeler

andypkeeler@gmail.com, 713-397-4906

825 South Harvard Blvd. Apt. 301, Los Angeles, CA 90005

Education

Texas A&M University
B.S., Turfgrass Science, May 2015
GPA: 3.8

The University of Texas at Austin
B.A., English, May 2011
Minor: Business
GPA: 3.04

Work Experience

RS3 Turf-Athletic Field Manager, Round Rock Multipurpose Complex, Round Rock, TX, 07/2019-present. Employer: Garrett Reddehase/Nick Rozdilski

- Maintain 4 natural grass soccer fields, and 1 natural grass Championship field.
- Perform all daily maintenance requirements for each field including mowing, irrigation, and field inspections.
- Oversee scheduling and completing of cultural practices and nutrient programs for each field.
- Mix and spray fertilizers and other chemical products on each field as needed throughout the year.
- Responsible for upkeep of all tools used and stadium facilities on a daily basis.
- Work directly with facilities management employees before and during events/games to ensure the highest quality of playing surfaces, facility appearances, and attendees' experience.

Athletic Fields Manager, Loyola Marymount University, Los Angeles, CA, 05/2016-07/2019

Employer: Zach Dodenhoff

- Maintain baseball, soccer, softball, and on-campus artificial fields during in-season and off-season activities.
- Perform all daily maintenance requirements for each field including mowing, irrigation, and field inspections.
- Assist with the scheduling and completing cultural practices and nutrient programs for each field.
- Mix and spray fertilizers and other chemical products on each field as needed throughout the year.
- Responsible for upkeep of all tools used and stadium facilities on a daily basis.
- Work directly with other facilities management employees as well as members of the athletic department during events/games to ensure the highest quality of playing surfaces, campus appearances, and attendees' experience.

Assistant Grounds Manager, Houston Dynamo, Houston, TX, 09/2015-05/2016

Employer: Brandon Smith: 832-364-7481

- Maintain six grass fields, one artificial, and landscape of Houston Sports Park as well as stadium field at BBVA Compass Stadium.
- Responsible for completing larger projects and applications such as fertilizing, aerification, sodding, and irrigation repair.
- Work with a small team of two other coworkers to facilitate field preparations for all practices, park events, and MLS games.

Seasonal Groundskeeper, Los Angeles Dodgers, Los Angeles, CA, 05/2015-09/2015

Employer: Eric Hansen: 818-237-0307

- Mow entire field and bullpens on a daily basis.
- Apply fertilizer over entire field using walk behind spreaders as part of our field nutrient program.

Exhibit "A"

- Paint lines and logos on field for games and events.
- Prepare field to host outside events including concerts, dinners, tournaments, and corporate parties.

Grounds Intern, Washington Nationals, Washington, DC, 05/2014-08/2014

Employer: John Turnour: 202-640-7000

- Prepared the field for every game which required complete set up and break down of batting practice, hand-dragging infield and home plate, and painting the batter's boxes and foul lines.
- Assisted with re-sodding in problematic areas around the field.
- Worked with outside labor forces to prepare field and stage for multiple major concert events.

Field Staff, Texas A&M University, College Station, TX, 08/2013-05/2015

Employer: Craig Potts: 979-739-4254

- Maintain all athletic fields on campus including baseball, soccer, softball, and football fields through processes including mowing, aerifying, topdressing, re-sodding, and fertilizing each field when required.
- Prepare the baseball field for each game by chalking foul lines and boxes, setting edges and dragging the infield, and preparing the pitcher's mound.
- Plant, water, and mow landscaping around campus fields and stadiums.

Greens Keeper, University of Texas Golf Club, Austin, TX, 09/2012-07/2013

Employer: Richard Cope: 512-266-5988

Skills

- Operating heavy equipment such as riding lawn mowers, rollers, and tractor vehicles, as well as smaller equipment like weed-eaters, hand-rakes, backpack blowers, and walk mowers.
- Working and communicating with both small and larger crews to efficiently complete each task.
- California Qualified Applicator Certificate holder

References

- Nick McKenna, Head Groundskeeper, Olsen Field at Blue Bell Park, 540-553-5356
- John Turnour, Head Groundskeeper, Washington Nationals, 202-640-7000
- Craig Potts, Athletic Fields Manager, Texas A&M University, 979-458-2014

Exhibit "A"



Employee Training and Development:

RS3 Turf provides training and development to our staff in the persistently evolving profession of Turf Management. Our employees are required to attend State (TTA) and National conventions (STMA) to earn Continuing Education Credits and gain practical knowledge in the art and science of providing safe and aesthetically pleasing playing surfaces. In addition to educational seminars, hands-on workshops and the latest technology on display, our staff can tour professional, college and municipal facilities around the country that offer a range of insights to take back home to their respective facilities. Our staff is also OSHA certified and is mandatory in becoming a RS3 employee. RS3 Turf is built on a foundation of Turf Management principles that exemplify quality and safety. Each Turf manager has an abundance of resources at their fingertips. Our staff can bounce ideas, gain information, and receive recommendations from a network of peers at all levels of the sports field management industry. Our vendors are also dedicated in providing field and educational days to our Turf Managers on different types of products, and application processes.

THE TEXAS TURFGRASS ASSOCIATION BOARD OF
CERTIFICATION HAS CONFERRED ON

Garrett Reddehase

THE DESIGNATION OF

Certified Professional Turfgrass Manager

*In Recognition of Successful Completion of the Requirements for Certification and Demonstration
of a High Level of Competency, Expertise and Proficiency in Turfgrass Management*

In Witness Whereof, This Certificate Duly Signed Has Been Issued And Seal of Certification Affixed

This 14th day of July, 2017



President

Executive Director

Certification Board Chair



17-255

Exhibit "A"

Applicators are required to keep certificates of completion for 12 months following renewal of a license. 4 TAC§7.24(s)

Regulations and statutory provisions governing pesticide applicator licensees and their use of pesticides may be found in Chapter 7, Title 4, of the Texas Administrative Code and Chapter 76 of the Texas Agriculture Code, respectively. TDA's web site provides convenient links to these laws. Failure to comply with these laws, including misuse of any pesticide, may result in revocation, suspension, modification, or probation of your license and/or assessment of monetary administrative penalties.

If you have any questions regarding your license, please contact our Austin headquarters toll free at (877) LIC-AGRI (877-542-2474), or visit our web site at www.TexasAgriculture.gov. For the hearing impaired, you may call Relay Texas (800) 735-2988 (voice) or (800) 735-2989 (TDD) or visit our web site.

TEXAS DEPARTMENT OF AGRICULTURE P. O. BOX 12847 AUSTIN, TEXAS 78711-2847	
COMMERCIAL PESTICIDE APPLICATOR LICENSE	
GARRETT REDDEHASE	
3400 E PALM VALLEY BLVD ROUND ROCK TX 78665	TDA Client No: 00372337 License No: 0486041 Effective Date: 01/31/2019 Expires: 01/31/2020
	

Front side

Categories: 3A	
Descriptions:	
1A Field Crop	3A Landscape Maint
1B Fruit, Nut, & Veg	3B Nursery Plant Prod
1C Pasture & Rangeland	4 Seed Treatment
1D Vertebrate Pest	5 Vegetation Mgmt
1E Farm Commodity Pest Control	6 Aquatic
1F Animal Health	7 Demonstr & Research
1G Citrus	8 Reg Pest Control
1H Livestock Prot Collar	9 Aerial Application
1I M-44 Device	11 Soil Fumigation
2 Forest Pest Control	12 Public Health Pest Control (Vector)

Back side

LAMINATION ADVISED: Please cut out along heavy black lines, placing front and back sides together, and laminate.



TEXAS DEPARTMENT OF AGRICULTURE COMMISSIONER SID MILLER P. O. BOX 12847 AUSTIN, TEXAS 78711-2847 (877) LIC-AGRI (877-542-2474) For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE www.TexasAgriculture.gov		
COMMERCIAL PESTICIDE APPLICATOR LICENSE		
<p>This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted-use or state-limited-use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.</p>		
GARRETT REDDEHASE 3400 E PALM VALLEY BLVD ROUND ROCK TX 78665	TDA Client No: License No: Effective Date: Expires: Categories:	00372337 0486041 January 31, 2019 January 31, 2020 3A
		

Exhibit "A"

Round Rock Multi-Plex

Equipment List:

Type:	Brand:	Quality:	Age:
Utility Cart	Toro Workman HDX	Excellent	6 years
Utility Cart	Toro Workman MDX	Excellent	7 years
Top-Dresser	Toro 2500 drop Top-dresser	Good	8 years
Top-Dresser	Stec SP100 Rotary Top-dresser	Excellent	2 years
Fertilizer Spreader	Lesco #80 SS (2)	Excellent	3 years
Fertilizer Spreader	Cosmo 46 (Tractor Mounted)	Excellent	2 years
Aerator	Toro 648 walk behind	Excellent	3 years
Aerator	John Deere Aercore 1500 Tractor Mounted	Good	8 years
Aerator	1 st Products Aeravator	Excellent	4 years
Verticutter	1 st Products Verti-cutter	Excellent	4 years
Drag machine	Toro Sandpro 5040	Excellent	3 years
Sweeper	Ohio Steel Professional Grade sweeper	Excellent	1 year
Broom Drag	Self Manufactured 4x5	Excellent	2 years
Edger	McLane	Excellent	1 year
Blower	Echo Backpack Blower	Good	5 years
String trimmer	Echo String Trimmer	Good	5 years
Reel Mower	Toro ReelMaster Crosstrax 5010 5 gang	Excellent	2 years
Sprayer	Toro Workman 200 gallon sprayer	Excellent	3 years
Tractor	John Deere 5055E with loading bucket	Excellent	2 years
Tractor	John Deere 5100S with loading bucket	Excellent	3 Years
Tractor	Kubota 5100 with loading bucket	Good	6 years
Skid Steer	John Deere 316A	Excellent	3 years
Truck	Ford F-250	Excellent	7 years
Truck	Dodge Ram 5500	Good	7 years
Truck	Dodge Ram 3500	Good	7 years
Truck	Ford F-350	Good	9 years
Trailer	TEX-NEX 35ft Gooseneck	Good	7 years
Trailer	PJ 30ft Gooseneck	Good	7 years
Trailer	Big-Tex 20 ft bumper pull	Good	7 years

ACORD™

Client#: 74720

Exhibit "A"

14RYANSAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/03/2020

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Wortham 221 West 6th Street, Suite1400 Austin, TX 78701 512 453-0031		CONTACT NAME: PHONE (A/C, No, Ext): 512 453-0031 FAX (A/C, No): 512 453-0041 E-MAIL ADDRESS:	
INSURED Ryan Sanders Baseball, LP 3400 E. Palm Valley Blvd. Round Rock, TX 78665		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Indemnity Company INSURER B: Texas Mutual Insurance Company INSURER C: Argonaut Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 23280 22945 19801	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		ENP0220454	11/25/2019	11/25/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		ENP0220454	11/25/2019	11/25/2020	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	ENP0220454	11/25/2019	11/25/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	0001232374	12/01/2018	12/01/2019	<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
C	Workers' Compensa Other States		WC928458689614	12/01/2018	12/01/2019	\$1,000,000 each acc \$1,000,000 policy limit

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

RE: Catering Event Saturday, April 7, 2018

CERTIFICATE HOLDER

CANCELLATION

Round Rock Multipurpose Complex
 2001 N Kenney Fort Blvd
 Round Rock, TX 78665

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

Marsh Wortham,
 a division of Marsh USA Inc.

© 1988-2015 ACORD CORPORATION. All rights reserved.