

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT
FOR PURCHASE OF
GROUNDS MAINTENANCE EQUIPMENT,
IRRIGATION PARTS, SUPPLIES AND INSTALLATIONS
WITH
PIONEER MANUFACTURING COMPANY**

THE STATE OF TEXAS

CITY OF ROUND ROCK

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

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§

KNOW ALL BY THESE PRESENTS:

This Agreement is for the purchase of grounds maintenance equipment, irrigation parts, supplies and installations, and related goods and services, with Pioneer Manufacturing Company. This Agreement is made and entered into on this the ____ day of the month of _____, 2020, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the "City," and PIONEER MANUFACTURING COMPANY, whose offices are located at 4529 Industrial Parkway, Cleveland, Ohio 44135, referred to herein as "Vendor." This Agreement supersedes and replaces any previous agreement between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase grounds maintenance equipment, irrigation parts, supplies and installations; and

WHEREAS, City is a member of the Buy Board Cooperative ("Buy Board") and Vendor is an approved Buy Board vendor through Buy Board Contract #611-20; and

WHEREAS, City desires to purchase said goods from Vendor through Buy Board as set forth herein; 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 receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1.0 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City agrees to obtain specified goods and Vendor is obligated to provide specified goods. This Agreement includes any exhibits, addenda, and/or amendments thereto.

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

E. **Vendor** means Pioneer Manufacturing Company, or any successors or assigns.

2.0 EFFECTIVE DATE AND TERM

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

B. This Agreement shall expire on May 31, 2023.

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.

3.0 SCOPE OF WORK

A. The goods which are the subject matter of this Agreement are described generally in the attached Exhibit "A."

B. This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

C. Vendor shall satisfactorily provide all deliverables described in Exhibit "A" within the contract term specified. A change in the scope of services or any term of this Agreement must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described herein.

4.0 COSTS

A. City agrees to pay for goods during the term of this Agreement at the pricing set forth in Exhibit "A."

B. The City shall be authorized to pay the Vendor an amount not-to-exceed **Two Hundred Seventy Thousand and No/100 Dollars (\$270,000.00)** for the term of this

Agreement.

5.0 INVOICES

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

1. Name and address of Vendor;
2. Purchase Order Number;
3. Description and quantity of items received; and
4. Delivery dates.

6.0 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 goods as determined by City's budget for the fiscal year in question. City may effect such termination by giving Vendor a written notice of termination at the end of its then-current fiscal year.

7.0 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Vendor will be made within thirty (30) days of the date City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the goods or services, whichever is later. Vendor 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). This Prompt Payment Policy does not apply to payments made by City in the event:

1. There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or
2. There is a bona fide dispute between Vendor 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
3. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
4. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

8.0 GRATUITIES AND BRIBES

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

9.0 TAXES

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

10.0 INSURANCE

Vendor shall meet all City of Round Rock insurance requirements set forth at: http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf.

11.0 CITY'S REPRESENTATIVE

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

Brian Stillman
Sports Facilities & Operations Manager
221 E. Main Street
Round Rock, TX 78664
(512) 218-6607
bstillman@roundrocktexas.gov

12.01 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.

13.0 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor 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.

Vendor 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.

14.0 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 Vendor.

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

C. Vendor 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 Vendor, Vendor 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, Vendor 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 Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

15.01 INDEMNIFICATION

Vendor 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 Vendor, or Vendor’s agents, employees or subcontractors, in the performance of Vendor’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 Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

16.0 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Vendor, 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 or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

17.0 ASSIGNMENT AND DELEGATION

The parties 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.

18.0 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 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 Vendor:

Pioneer Manufacturing Company
4529 Industrial Parkway
Cleveland, OH 44135

Notice to City:

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 Vendor.

19.0 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.

20.0 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

21.0 DISPUTE RESOLUTION

City and Vendor 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.

22.0 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.

23.0 MISCELLANEOUS PROVISIONS

Standard of Care. Vendor 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. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor 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 Vendor'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 Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

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

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

Pioneer Manufacturing Company

By: 
Printed Name: Daniel Ford
Title: Bid Coordinator
Date Signed: 8/28/2020

City of Round Rock, Texas

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

For City, 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
Price Sheet
Pioneer Manufacturing Company
BuyBoard Contract 611-20

The City of Round Rock would like to enter into a contract with Pioneer Manufacturing Company per the terms of Buy Board Contract 611-20 The City intends to purchase from this contract Grounds Maintenance Equipment, Irrigation Parts, Supplies and Installations in an estimated amount not-to-exceed **\$270,000**.

Contract Term: Effective from date of execution and will expire on 5/31/2023, per the terms of BuyBoard Contract No 611-20.

Special Instructions: Complete pricing below and submit copy of price list or catalog.

Section I: Equipment, Products and Supplies

Item #	Short Description	Full Description	State Percent (%) of Discount of Catalog/Pricelist	State Name of Catalog/Pricelist	Exceptions to Discount
1	Discount (%) Off Catalog/Pricelist for Tractors, Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Tractors, Equipment, Supplies, and Accessories (20 to 200 Engine HP). Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
2	Discount (%) Off Catalog/Pricelist for Lawn and Garden Tractors, Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Lawn and Garden Tractors, Equipment, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
3	Discount (%) Off Catalog/Pricelist for Front Mowers, Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Front Mowers, Equipment, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
4	Discount (%) Off Catalog/Pricelist for Wide Area Mowers, Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Wide Area Mowers, Equipment, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
5	Discount (%) Off Catalog/Pricelist for Zero Turn Mowers, Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Zero Turn Mowers, Equipment, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
6	Discount (%) Off Catalog/Pricelist for Walk Behind Mowers, Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Walk Behind Mowers, Equipment, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
7	Discount (%) Off Catalog/Pricelist for Golf and Turf Carts and Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Golf and Turf Carts and Equipment, Supplies, and Accessories (for uses in fleet, food/beverage, hospitality, maintenance, personal and transport). Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
8	Discount (%) Off Catalog/Pricelist for All (Utility) Terrain Vehicles, Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for All (Utility) Terrain Vehicles, Equipment, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
9	Discount (%) Off Catalog/Pricelist for Cutters and Shredders, Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Cutters and Shredders, Equipment, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		

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10	Discount (%) Off Catalog/Pricelist for Sprayers, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Sprayers, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	0%	Pioneer	
11	Discount (%) Off Catalog/Pricelist for Scraper, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Scraper, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
12	Discount (%) Off Catalog/Pricelist for Hand Held Grounds Maintenance Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Hand Held Grounds Maintenance Equipment, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
13	Discount (%) Off Catalog/Pricelist for Landscape and Turf Care Attachments	Please state the discount (%) off catalog/pricelist for Landscape and Turf Care Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	0%	Pioneer	
14	Discount (%) Off Catalog/Pricelist for Parking Lot/Sidewalk Sweepers, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Parking Lot/Sidewalk Sweepers, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
15	Discount (%) Off Catalog/Pricelist for Turf Maintenance Sweepers and Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Turf Maintenance Sweepers and Equipment, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	0%	Pioneer	
16	Discount (%) Off Catalog/Pricelist for Outdoor Scrubbers, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Outdoor Scrubbers, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	0%	Pioneer	
17	Discount (%) Off Catalog/Pricelist for Hydroseeding Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Hydroseeding Equipment, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
18	Discount (%) Off Catalog/Pricelist for Bark and Straw Blowers and Crimper Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Bark and Straw Blowers and Crimper Equipment, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
19	Discount (%) Off Catalog/Pricelist for All Other Types of Grounds Maintenance Equipment, Supplies and Accessories	Please state the discount (%) off catalog/pricelist for All Other Types of Grounds Maintenance Equipment, Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	0%	Pioneer	
20	Discount (%) Off Catalog/Pricelist for Ground Maintenance Equipment Repair Parts	Please state the discount (%) off catalog/pricelist for Ground Maintenance Equipment Repair Parts. Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
21	Discount (%) Off Catalog/Pricelist for Ground Maintenance Equipment Service Agreements	Please state the discount (%) off catalog/pricelist for Ground Maintenance Equipment Service Agreements. Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		


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22	Discount (%) Off Catalog/Pricelist for Rental of All Types of Grounds Maintenance Equipment, Accessories and Attachments	Please state the discount (%) off catalog/pricelist for Rental of All Types of Grounds Maintenance Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
23	Discount (%) Off Catalog/Pricelist for Pre-Owned/ Reconditioned/ Retired Rental of All Ground Maintenance Equipment	Discount (%) Off Catalog/Pricelist for all Pre-Owned/Reconditioned/Retired Rental of All Construction/Ground Maintenance Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
24	Discount (%) Off Catalog/Pricelist for Field and Turf Fertilizer, Conditioners, Dressings and Chemicals	Please state the discount (%) off catalog/pricelist for Field and Turf Fertilizer, Conditioners, Dressings and Chemicals. Catalog/Pricelist MUST be included or proposal will not be considered.	0%	Pioneer	
25	Discount (%) Off Catalog/Pricelist for Nursery Products	Please state the discount (%) off catalog/pricelist for Nursery Products (all types of trees, shrubs, and other related items). Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
26	Discount (%) Off Catalog/Pricelist for Specialty Soils for Athletic Fields, Play Surfaces, or Park Surfaces	Please state the discount (%) off catalog/pricelist for Specialty Soils for Athletic Fields, Play Surfaces, or Park Surfaces. Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
27	Discount (%) Off Catalog/Pricelist for All Types of Landscape Accent Products	Please state the discount (%) off catalog/pricelist for All Types of Landscape Accent Products (metal, plastic, steel, wood and other related items). Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
28	Discount (%) Off Catalog/Pricelist for All Other Types of Fertilizer and Grounds Chemicals	Please state the discount (%) off catalog/pricelist for All Other Types of Fertilizer and Grounds Chemicals. Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
29	Discount (%) Off Catalog/Pricelist for Residential/Commercial Irrigation Controllers	Please state the discount (%) off catalog/pricelist for Residential/Commercial Irrigation Controllers (solid state, light commercial application, 12 to 60 station capability and related items). Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
30	Discount (%) Off Catalog/Pricelist for Residential/ Commercial Irrigation Control Valves	Please state the discount (%) off catalog/pricelist for Residential/Commercial Irrigation Control Valves (1" to 4" pipe size; glass filled nylon, polyvinyl chloride (pvc) or brass construction; electrically controlled; flow control capability and related items). Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
31	Discount (%) Off Catalog/Pricelist for Residential/Commercial Irrigation Sprinkler Heads	Please state the discount (%) off catalog/pricelist for Residential/Commercial Irrigation Sprinkler Heads (fixed spray pattern, gear drive rotor 1/2" to 1" inlet, various fixed arcs, plastic construction and related items). Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		

Exhibit "A"

32	Discount (%) Off Catalog/Pricelist for Large Commercial/Central Controllers	Please state the discount (%) off catalog/pricelist for Large Commercial/Central Controllers (solid state or digital, computer driven, software to manage water distribution, central location to command field satellites, hard wired or wireless signal commands to field satellites and related items). Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
33	Discount (%) Off Catalog/Pricelist for Large Commercial Field Satellites	Please state the discount (%) off catalog/pricelist for Large Commercial Field Satellites (controls water distribution (sprinkler heads); stand alone or controlled by a central computer/controller, solid state; receives command signals either hard wire or radio link and related items). Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
34	Discount (%) Off Catalog/Pricelist for Large Commercial Turf Sprinkler Heads	Please state the discount (%) off catalog/pricelist for Large Commercial Turf Sprinkler Heads (water distribution (sprinklers) for large turf areas; 31' minimum radius; minimum 12 GPM; minimum 1" inlet; plastic construction and related items). Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
35	Discount (%) Off Catalog/Pricelist for All Types of Drip Irrigation Products	Please state the discount (%) off catalog/pricelist for All Types of Drip Irrigation Products (residential, commercial and industrial). Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
36	Discount (%) Off Catalog/Pricelist for All Types of Aerating Fountain Products, Equipment and Lighting	Please state the discount (%) off catalog/pricelist for All Types of Aerating Fountain Products, Equipment and Lighting (residential, commercial and industrial). Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
37	Discount (%) Off Catalog/Pricelist for All Types of Irrigation Bunker Pumps, Equipment and Supplies	Please state the discount (%) off catalog/pricelist for All Types of Irrigation Bunker Pumps, Equipment and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
38	Discount (%) Off Catalog/Pricelist for Water Chemicals and Dyes, Supplies and Accessories	Please state the discount (%) off catalog/pricelist for Water Chemicals and Dyes, Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
39	Discount (%) Off Catalog/Pricelist for Irrigation Equipment Repair Parts	Please state the discount (%) off catalog/pricelist for Irrigation Equipment Repair Parts. Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
40	Discount (%) Off Catalog/Pricelist for Irrigation Equipment Service Agreements	Please state the discount (%) off catalog/pricelist for Irrigation Equipment Service Agreements. Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		

Exhibit "A"

41	Discount (%) Off Catalog/Pricelist for Residential/Commercial Irrigation and Central Controllers Service Agreements	Please state the discount (%) off catalog/pricelist for Residential/Commercial Irrigation and Central Controllers Service Agreements (automatic software updates and technical support). Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
42	Not to Exceed Hourly Labor Rate for Installation/Repair Service and of Grounds Equipment and Products	Hourly Labor Rate for Installation/Repair of Grounds Maintenance Equipment and Related Products -- State the Not to Exceed hourly labor rate for Installation/Repair Service of Grounds Maintenance Equipment and Products.	No Bid		
43	Not to Exceed Hourly Labor Rate for Field and Turf Preparation Work	Hourly Labor Rate for Field and Turf Preparation Work -- State the Not to Exceed hourly labor rate for Installation/Repair Service of Field and Turf Preparation Work.	No Bid		
44	Not to Exceed Hourly Labor Rate for Installation/Transplanting of All Types of Trees, Shrubs and Landscaping Services	Hourly Labor Rate for Installation/Transplanting of All Types of Trees, Shrubs and Landscaping Services -- State the Not to Exceed hourly labor rate for Installation/Transplanting of All Types of Trees, Shrubs, and Landscaping Services.	No Bid		
45	Not to Exceed Hourly Labor Rate for Fertilizers, Chemicals, Specialty Soils, Play Surfaces, and Other Related Items	Hourly Labor Rate for Application of Fertilizers, Chemicals, Specialty Soils, Play Surfaces, and Other Related Items. -- State the Not to Exceed hourly labor rate for Application of Fertilizers, Chemicals, Specialty Soils, Play Surfaces, and Other Related Items.	No Bid		
46	Not to Exceed Hourly Labor Rate for Tree and Shrub Service and Stump Grinding	Hourly Labor Rate for Tree and Shrub Service and Stump Grinding -- State the Not to Exceed hourly labor rate for Tree and Shrub Service and Stump Grinding.	No Bid		
47	Not to Exceed Hourly Labor Rate for Installation/Repair Service and of Irrigation Equipment and Products	Hourly Labor Rate for Installation/Repair of Irrigation Equipment and Related Products -- State the Not to Exceed hourly labor rate for Installation/Repair Service of Irrigation Equipment and Products.	No Bid		
Information Only: The City of Round Rock reserves the right to order other products from the attached MSRP Sheet per the discounts quoted in BuyBoard Contract #611-20					
COMPANY NAME:		Pioneer Manufacturing Company			
SIGNATURE OF AUTHORIZED REPRESENTATIVE:		 <u>Dan Ford</u>			
PRINTED NAME:		Daniel Ford			
PHONE NUMBER:		800-877-1500			
EMAIL ADDRESS:		[REDACTED]			