



September 10, 2018

Yellowstone Landscape dba BIO Landscape & Maintenance
Attn: Bryan Hose
P.O. Box 205742
Houston, TX

Re: Contract Renewal – City-Wide Mowing Services

Dear: Yellowstone Landscape,

The City of League City would like to renew the above-mentioned contract pending your agreement to honor the city-wide mowing prices not to exceed \$646,612.81. The details of the contract terms are enclosed. Please review, check either agree or disagree and return your signed vendor agreement and document to:

City of League City, TX
Attn: Gwynetheia V. Pope
300 W. Walker Street
League City, TX 77573

Should you have any questions regarding this renewal proposal, you may contact me at 281-554-1334.

Thank you for partnering with the City of League City.

Respectfully,

Gwynetheia V. Pope
Senior Buyer



Yellowstone Landscape dba BIO Landscape & Maintenance

Contract Renewal – City-wide Mowing Services

Original Contract Period: 10/1/2016 – 9/30/2017

Proposed Contract Renewal Period: 10/1/2018 – 9/30/2019

☒ I agree to renew my contract at the previous contracted prices not to exceed \$646,612.81

☐ I disagree (if so, please give brief explanation)

Bryan Hose
Printed Name

Bryan Hose
Signature

281-914-9101
Telephone No

9/10/18
Date

Must be signed by a person having authority to bind the firm in a contract.



STANDARD AGREEMENT

(version 2-20-2018)

This AGREEMENT ("Agreement") is entered by and between Yellowstone Landscape dba BIO Landscape and Maintenance ("Contractor"), located at 10892 Shadow Wood, Houston, TX 77043 and City of League City ("City"), a municipal corporation, located at 300 W. Walker, League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Contractor will perform the designated services and/or provided the designated products, as set forth in Exhibit A, which is attached and incorporated herein, and which can be generally described as **City-wide Mowing Services**. If there is a conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall begin on **October 1, 2018** and shall terminate on **September 30, 2019**. This City reserves the right to terminate this Agreement for convenience upon seven (7) days-notice to the Contractor. Upon such termination, the City shall pay Contractor, at the rate set out in Exhibit A, for services satisfactorily performed or products satisfactorily provided up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, the City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor. This Agreement is eligible for NA renewal option(s) with a term of NA year.
3. **Compensation:** Contractor shall be paid for the services, as set forth in Exhibit A, attached and incorporated for all purposes. In no event shall the total compensation exceed **\$646,612.81** during the term of this Agreement. The City shall pay Contractor in accordance with the Texas Government Code 2251. Contractor must submit invoices for all services, which invoices must include dates of service and details of services provided. Payment for delivery of services rendered shall not be unreasonably withheld or delayed. If the City disapproves any amount submitted for payment by Contractor, the City shall give Contractor specific reasons for disapproval in writing. Upon resolution of any disputed charges, Contractor shall submit an amended invoice covering any remaining charges to the City.
4. **Insurance:** The Contractor is required to maintain insurance through the term of this Agreement.

If required by the City, Contractor shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence or medical malpractice insurance (whichever applies) throughout the entire term of the Agreement. If at any point during the Agreement, Contractor will enter City property, Contractor shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$500,000 per accident; (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; (iii) for engineers and architects only: Professional Liability coverage of \$5,000,000 per occurrence; and (iv) for builders only: Builder's Risk coverage in the amount of the construction cost, including protection against named windstorm and flood. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City.

Contractor shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of the City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City of League City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by the City for such expenses except as otherwise provided in this Agreement.
6. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work for hire under federal copyright law. Ownership of the work shall belong to and remain the exclusive property of the City. The work may be edited at any time within the City's discretion. If the work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City of League City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the work, the City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within the City's discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein. If the work is one to which the provisions of 17 U.S.C. § 106A apply, the Contractor hereby waives and appoints the City to assert on the Contractor's behalf the Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for the City's purposes.
7. **Confidentiality:** During the course of the work and/or services to be provided under this Agreement, Contractor may come in contact with confidential information of the City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by the City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify the City of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to the City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of the City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Contractor without the prior written approval of the City.
8. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by the City, Contractor warrants and agrees that Contractor will perform the Services in compliance with all City Rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
9. **Licenses/Certifications:** Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of all licenses, permits or certifications that may be necessary for Contractor's performance of this Agreement. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contractor.
10. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under

this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.

11. **Conflict of Interest:** Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the Services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and the City that could be construed as a conflict of interest with regard to this Agreement.

12. **INDEMNIFICATION:** CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, AND EACH OF ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.

13. **Force Majeure:** Neither the City nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

14. **Notices:** Any notice given under this contract by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.

15. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.

16. **State Auditor:** Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.

17. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.

18. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for

in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by the City and the Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of the City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor, (ii) neither the issuance of this Contract by the City nor any other conduct, action or inaction of any representative of the City relating to this contract constitutes or is intended to constitute a waiver of the City's or the state's sovereign immunity to suit; and (iii) the City has not waived its right to seek redress in the courts.

19. **Entire Agreement:** This Agreement contains the entire Agreement between the parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the parties executed subsequent to this Agreement.
20. **Eligibility to Receive Payment:** Contractor certifies that, as a matter of State law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
21. **Payment of Debt/Delinquency to State:** Contractor certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency that Contractor owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.
22. **Products and Materials Produced in Texas:** If Contractor will provide services under the Agreement, Contractor covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
23. **Risk of Loss:** If applicable, all work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, such loss or damage will be Contractor's responsibility.
24. **Publicity:** Contractor shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
25. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable. The Parties may mutually agree to renegotiate the contract to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
26. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.

27. **Sovereign Immunity:** Except as otherwise provided by Texas law, neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement is a waiver of sovereign immunity by City.
28. **Authority:** Contractor warrants and represents that Contractor has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of the City represents that he/she has authority to sign this Agreement on behalf of City.
29. **Non-Waiver:** No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
30. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement Contractor verifies that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
31. **Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations:** Contractor warrants, covenants, and represents that Contractor is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

Executed on this ____ day of _____, _____. (date to be filled in by City Secretary)

YELLOWSTONE LANDSCAPE DBA BIO LANDSCAPE AND MAINTENANCE - "Contractor"


Bryan Hose, Director of Maintenance Operations

9/10/18

CITY OF LEAGUE CITY - "City"

John Baumgartner, City Manager

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Exhibit A

Scope of Services/Description of Products
(39 number of pages, including this page)

See Next Page

EXHIBIT A
BID #16-029
ROUGH CUT MOWING SERVICES
SPECIFICATIONS

REQUIREMENTS:

1. All rough cut areas shall be cut to a uniformed height of no more than six (6) to eight (8) inches.
2. Contractor will be responsible for any damages to fence lines adjacent to rough cut areas.
3. Contractor will insure all fence line and guard rails adjacent to rough cut areas will be maintained via hand tools/power tools to restrict growth of high vegetation.

MOWING SCHEDULE:

Owner will notify Contractor via email to initiate a mowing cycle. Contractor shall commence work within ten (10) calendar days after written notification to start work is received, and is to be substantially complete within thirty (30) working days after the date of the written notice. If after thirty (30) working days work items have not been completed, Owner may utilize alternative measures to complete. Contractor shall receive no payment for work items that Contractor has not completed. All exhibits within this sections are based on a cycle of 6 mowings per year. Exception to this cycle will be the I-45 corridor. Mowing's for the I-45 corridor will be bid at a cycle of 12 mowings per year.

HYDRO-MULCH SEEDING

1.0 MATERIALS AND/OR EQUIPMENT

- A. Seed: All seed must meet the requirements of the Texas Seed Law FDA Chapter 61 including the labeling requirements for showing pure live seed (PLS = purity x germination), name and type of seed. Seed furnished to be of the previous season's crop and the date of analysis shown on each bag to be within nine months of the time of use on the project. Buffalo grass to be treated with a dormancy method approved by the ENGINEER. The species and varieties of seed to be from among the types specified in Tables 1A and 1B of Item 164 of the Texas Department of Transportation (TxDOT) Specifications.
- B. Planting Season and Seed Mixes: Planting seasons and seed mixes to conform to the requirements of Item 164 of the TxDOT Specifications.
- C. Cellulose Fiber Mulch: Cellulose Fiber Mulch to be the type and manufacturer as provided in paragraph 2.01. The mulch to be designed for use in conventional mechanical planting, hydraulic planting of seed or hydraulic mulching of grass seed, either alone or with fertilizers and other additives. The mulch to be such that, when applied, the material is to form a strong, moisture retaining mat without the need of an asphalt binder. It shall be kept in a dry condition until applied and shall not be molded or rotted.
- D. Fertilizer: Fertilizer to be in accordance with TxDOT Specification Item 166.
- E. Water: Water to be in accordance with TxDot Specification Item 168.

2.0 ERECTION/INSTALLATION/APPLICATION AND/OR CONSTRUCTION

- A. Construction Methods: After the designated areas have been completed to the lines, grades and cross sections shown on the PLANS, seeding to be performed in accordance with the requirements hereinafter described. Unless otherwise approved by the ENGINEER, all areas to be seeded to be cultivated to a depth of at least four (4) inches, except where seeding is to be done using a seed drill suitable for seeding into untilled soil. The seedbeds to be cultivated sufficiently to reduce the soil to a state of good tilth when the soil particles on the surface are small enough and lie closely enough together to prevent the seed from being covered too deeply for optimum germination. Cultivation of the seedbed will not be required in loose sand where the depth of sand is 4 inches or more.
- B. Planting Season and Seed Mixes: Planting season and the required seed mixes to be in accordance with the required table for location of operation as specified in TxDOT Specification Item 164.
- C. Water Application: Water application to be in accordance with TxDOT Item 168.
- D. MAINTENANCE: The hydro-mulch seeding to be adequately watered until established. Any areas damaged by erosion or areas that do not have acceptable turfing to be reseeded.

OVERSEEDING AND FERTILIZING

1.0 QUALITY ASSURANCE

- A. Regulatory Requirements:
 - 1. Seed shall comply with U. S. Department of Agriculture rules and regulations under Federal Seed Act.
 - 2. Bags of fertilizer shall be fully labeled complying with applicable State fertilizer laws and shall bear name, trade name, trademark, and warranty of producer.
- B. Contractor Quality Control: Inspect and test for compliance with requirements including:
 - 1. Fertilizer application: Rate and Uniformity.
 - 2. Planting Seed: Rate and Uniformity.

1.2 HANDLING

- A. Deliver seed in bags or containers labeled to indicate purity, germination, name, and type of seed.
- B. Deliver fertilizer in bags or containers with labels indicating chemical analysis.
- C. Protect materials during transit and storage to prevent wetting, mildew, or other damage.
- D. Remove damaged materials from site.

1.3 ENVIRONMENTAL REQUIREMENTS

- A. Do not seed during adverse weather conditions.

PART 2 - PRODUCTS

2.1 MATERIAL

- A. Seed:
1. Refer to Planting Season and Seed Mixture Rate.
 2. Provide seed of previous season's crop.
 3. Date of analysis shown on labeling shall be within nine (9) months of time of use on project.
- B. Fertilizer: 13-13-13 or 21-0-0 grade as specified, pelleted or granular, uniform in composition, free-flowing, and suitable for application with equipment used.
- C. Water: Free from oil, acid, alkali, salt and other substances harmful to growth of grass.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Inspect lines, grades, and soil for conditions unfavorable to seeding operation. Report unsatisfactory conditions to Owner.

3.2 PROTECTION OF EXISTING TURF

- A. Protect existing turf areas against damage during seeding and fertilizing operations.
- B. Reseed turf areas damaged during seeding and fertilizing operations.
- C. Reseed disturbed turf areas to original planting at no additional cost to Owner.

3.3 PLANTING AND FERTILIZING LOCATIONS, SEASON, AND APPLICATION RATE

- A. Broadcast Fertilizing:
1. Spring: Apply 13-13-13 dry fertilizer uniformly at average rate of 200 lbs. per acre for the following locations:
 - 2.. All ditch slopes, levees, and detention pond will be fertilized following the first mowing of the season.
- B. Overseeding:
1. Seed:
 - a. Apply 35 lb. per acre Pensacola Bahia grass seed.
 - b. Apply 15 lb. per acre hulled common Bermuda.
 - c. Application rates for all species: pure live seed (PLS) per acre.
 - d. Do not apply seed until spring mowing and fertilization of area has been completed.

RODEO HERBICIDE APPLICATION

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Designated drainage channel areas shall have specified restricted use herbicide ground applied to achieve at least 95% brownout of weeds, brush, and trees.
- B. Ground application of specified restricted use herbicide shall cover drainage channel bottom and side slopes limited to flow areas. Application shall not extend up side slopes to areas where grass has been planted and maintained as erosion control vegetation.

1.2 SUBMITTALS

- A. Submit log for all spraying, referenced to location of spraying, indicating application of herbicide, wind direction and velocity, and temperature and humidity.
- B. Submit systematic plan to achieve best results. Plan and scheduling of primary applications shall be approved by Owner before commencing work.
- C. Provide Owner copy of applicator's Texas Commercial Applicator's License before application of herbicides.

1.3 QUALITY ASSURANCE

- A. Regulatory Requirements:
 - 1. Follow guidelines established by Texas Department of Agriculture for safe operation for preparation for spraying and cleanup.
 - 2. Follow Environmental Protection Agency (EPA) requirements for crop protection, livestock, fish, and wildlife protection.
 - 3. Ground spraying crew personnel shall follow safety standards and techniques as stated in Texas Herbicide Laws and Regulations, and required safety equipment shall be used.
- B. Applicator Qualifications:
 - 1. Ground application company shall be licensed by Texas Department of Agriculture to apply restricted use herbicides and pesticides.
 - 2. Ground spray crew leaders:
 - a. Shall have minimum of two years experience applying restricted use herbicides and shall be able to read and understand all label instructions for safe application.
 - b. Shall hold current certified commercial applicators license and be qualified in required categories for restricted use herbicides and pesticides in State of Texas.

1.4 ENVIRONMENTAL REQUIREMENTS

- A. No chemical shall be applied when wind speed exceeds 10 miles per hour.
- B. Chemical shall be applied during clear weather.

PART 2 - PRODUCTS

2.1 HERBICIDE

- A. Formulated product: active ingredient shall be isopropylamine salt of glyphosate.
- B. Acceptable product: "Rodeo Herbicide," Monsanto Company or approved equal.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Vegetation to be browned-out and roots killed include willow, cattails, tallow, rose hedge, and other woody and brush type plants and weeds and plants growing within areas designated for ground herbicide application.
- B. Follow label instructions and mixing instructions as stated by chemical manufacturers.
- C. Ground spray equipment shall be capable of mixing chemicals and water mixtures with constant mechanical agitations during operations.
 - 1. Pump system shall have pressure bypass to allow spray pressures to be regulated at spray head or gun as required by law in restricted use herbicide application.
 - 2. Tanks, hoses, and other related plumbing and parts shall be in prime condition with no leaks or mechanical discrepancies during application operations.
- D. Spray systems shall have flow monitor installed to allow operator and customer assurance that chemical and water mixtures are being applied at correct rates. Monitor shall be capable of controlling liquid output with changes in equipment.
- E. Equip slow moving vehicles and other machinery working on state, county, or city roads and streets with warning caution lights and "Slow Moving Vehicle" markings.
- F. Make chemical and water mixtures from well water or municipal potable water. Use of drainage water would retard effectiveness of chemicals.
- G. Minimize kill of Bermuda and other grasses which constitute erosion control for ditch or channel side slopes. Replace unnecessary kill of erosion control grasses on side slopes at no cost to Owner.
- H. Herbicide treatment of ditch bottom shall include all vegetation not within reach of mowing apparatus and all vegetation growing within rip-rap areas and around other structures.

3.2 FIELD QUALITY CONTROL

- A. Brownout of vegetation shall have been achieved at 18 days after completion of herbicide application to areas designated for application; if required percentage of brownout has not been achieved, make additional applications within 15 days of request by Owner, until required percentage of brownout has been achieved.

SECTION A - ROUGH MOWING BID FORM

ITEM	APPROX QTY.	UNIT MEAS	DESCRIPTION	UNIT PRICE	
1	88.19	AC	Mowing of Magnolia Creek	\$ <u>58.</u> Per AC	\$ <u>5,115.02</u>
2	11.74	AC	Mowing of Cedar Gully	\$ <u>58.</u> Per AC	\$ <u>680.92</u>
3	2.73	AC	Mowing of Newport Ditch Station -0+00 to Station -6+50 West side	\$ <u>58.</u> Per AC	\$ <u>158.34</u>
4	2.13	AC	Mowing of Newport Ditch South of Colonial to Hobbs Road	\$ <u>58.</u> Per AC	\$ <u>123.54</u>
5	28.41	AC	Mowing of Landing Ditch of FM 518	\$ <u>58.</u> Per AC	\$ <u>1,647.78</u>
6	2.7	AC	Mowing of Clear Creek Heights Ditch from Hobbs Road to TxDOT Ditch	\$ <u>58.</u> Per AC	\$ <u>156.60</u>
7	4.1	AC	Mowing to TxDot Ditch - Butler Road/IH 45 to IH 45	\$ <u>58.</u> Per AC	\$ <u>237.80</u>
8	5.39	AC	Mowing of Nottingham Ditch	\$ <u>58.</u> Per AC	\$ <u>312.62</u>
9	56.85	AC	Mowing of entire Robinson's Gully	\$ <u>58.</u> Per AC	\$ <u>3,297.30</u>
10	11.04	AC	Mowing of Meadowbend Ditch and South Shore Harbour	\$ <u>58.</u> Per AC	\$ <u>640.32</u>
11	14.17	AC	Mowing of South Shore Harbour East Outfall	\$ <u>58.</u> Per AC	\$ <u>821.86</u>
12	9.52	AC	Mowing of Jarboe Bayou	\$ <u>58.</u> Per AC	\$ <u>552.16</u>
13	26.62	AC	Mowing of Gum Bayou	\$ <u>58.</u> Per AC	\$ <u>1,543.96</u>
14	9.73	AC	Magnolia Bayou 150 Foot Drainage R.O.W. South of Bay Colony Parkside, Section One	\$ <u>58.</u> Per AC	\$ <u>564.34</u>
15	20.59	AC	Mowing of Borden's Gully inside Bay Colony	\$ <u>58.</u> Per AC	\$ <u>1,194.22</u>

BID #16-029
Mowing – City-wide
Exhibit A – Rough-Cut Mowing

16	4.23	AC	Mowing of Austin Channel, between FM 270 & Louisiana	\$ <u>58.</u> Per AC	\$ <u>245.34</u>
17	8.72	AC	Park on Clear Creek Drainage R.O.W.	\$ <u>58.</u> Per AC	\$ <u>505.76</u>
18	16.24	AC	The Meadows, Sections 1, 2, and 5 Drainage Reserves	\$ <u>58.</u> Per AC	\$ <u>941.92</u>
19	3.28	AC	Mowing of Bayridge South & West Levees	\$ <u>58.</u> Per AC	\$ <u>190.24</u>
20	12.2	AC	Mowing of Bayridge Detention Pond	\$ <u>58.</u> Per AC	\$ <u>707.60</u>
21	2.44	AC	Mowing of Bayridge East Ditch/Levee	\$ <u>58.</u> Per AC	\$ <u>141.52</u>
22	23.99	AC	Mowing of Bay Colony- West of FM 646 Bay Drive and west of FM 646 Detention area, south of Misty Bay Dr. & west of FM 646 (est 4.18 ac), between Bay Creek Dr. & Misty Bay Dr. (est 3.28 ac), and detention area with wetland south Of Borden's Gully & adjacent to the lift station.	\$ <u>58.</u> Per AC	\$ <u>1,391.42</u>
23	15.39	AC	Mowing of Bay Colony- East of FM 646 Detention area south of Misty Bay Dr. inside Centerfield Lakes, detention area north of Misty Bay Dr. Inside Centerfield Lakes, area south of Borden's gully	\$ <u>58.</u> Per AC	\$ <u>892.62</u>
24	3.78	AC	Mowing of F.M. 270 North to City Limits (Clear Creek)	\$ <u>58.</u> Per AC	\$ <u>219.24</u>
25	1.3	AC	Mowing F.M. 270; 1300 Linear Ft. South to end of curb.	\$ <u>58.</u> Per AC	\$ <u>75.40</u>
26	5.08	AC	Mowing of Bay Area Boulevard detention area, north of Clear Creek, southeast corner of Bay Area Blvd. & Grissom Rd.	\$ <u>58.</u> Per AC	\$ <u>294.64</u>
27	17.72	AC	Meadows in Bay Colony. Section Two, Restricted	\$ <u>58.</u> Per AC	\$ <u>1,027.76</u>

BID #16-029
Mowing - City-wide
Exhibit A - Rough-Cut Mowing

28	5.33	AC	Bay Colony Parkside, Section One, Restricted Reserve "E" (Drainage/Detention)	\$ <u>58.</u> Per AC	\$ <u>309.14</u>
29	40.25	AC	Pine Gully Park	\$ <u>58.</u> Per AC	\$ <u>2,334.50</u>
30	4.4	AC	Mowing of City Property south of Walker Street across from City Hall	\$ <u>58.</u> Per AC	\$ <u>255.20</u>
31	8	AC	Centerpointe Property	\$ <u>58.</u> Per AC	\$ <u>464.00</u>
32	5.5	AC	Westover Park Property - Maple Leaf Drive down to SWWRF	\$ <u>58.</u> Per AC	\$ <u>319.00</u>
33	86.34	AC	I-45 Corridor	\$ <u>58.</u> Per AC	\$ <u>5,007.72</u>
34	1.02	AC	Conoco Phillips Pipeline	\$ <u>58.</u> Per AC	\$ <u>59.16</u>
35	1.96	AC	Bradshaw Nursery Ditch	\$ <u>58.</u> Per AC	\$ <u>113.68</u>
36	12.34	AC	96 Ditches - CMP to Lawrence	\$ <u>58.</u> Per AC	\$ <u>715.72</u>
37	2.27	AC	LCP Overpass at SH 3	\$ <u>58.</u> Per AC	\$ <u>131.66</u>
38	16.5	AC	Westover Park City Property	\$ <u>58.</u> Per AC	\$ <u>957.00</u>
39	1.8	AC	Unopen ROW Northside Booster Plant	\$ <u>58.</u> Per AC	\$ <u>104.40</u>
40	6.5	AC	Floyd Rd ROW	\$ <u>58.</u> Per AC	\$ <u>377.00</u>
41	4.61	AC	Jeb Stuart Detention	\$ <u>58.</u> Per AC	\$ <u>267.38</u>
42	1.75	AC	Safari LS Easement	\$ <u>58.</u> Per AC	\$ <u>101.50</u>
43	0.79	AC	Bay Colony LS Easement	\$ <u>58.</u> Per AC	\$ <u>45.82</u>
44	15.04	AC	City Property DSWWTP	\$ <u>58.</u> Per AC	\$ <u>872.32</u>
45	0.38	AC	Stockpile Ditch FM 270	\$ <u>58.</u> Per AC	\$ <u>22.04</u>
46	1.61	AC	City Property Fire Station	\$ <u>58.</u> Per AC	\$ <u>93.38</u>

BID #16-029
Mowing - City-wide
Exhibit A - Rough-Cut Mowing

47	0.19	AC	City Property ROW Glen Cove	\$ <u>58.</u> Per AC	\$ <u>11.02</u>
48	4.56	AC	State 96 to FM 518	\$ <u>58.</u> Per AC	\$ <u>264.48</u>
ROUGH MOWING SUB-TOTAL					\$ <u>36,506.36</u>

SECTION B - WEED EATING

ITEM	APPROX QTY.	UNIT MEAS	DESCRIPTION	UNIT PRICE	
1	8,940	LF	Weed Eat, channel bottom of Magnolia Creek	\$ <u>.10</u> Per LF	\$ <u>894.00</u>
2	3,160	LF	Weed Eat, channel bottom of Cedar Gully	\$ <u>.10</u> Per LF	\$ <u>316.00</u>
3	1,000	LF	Weed Eat, channel bottom of Newport Ditch Station -0+00 to Station -6+50 West Side	\$ <u>.10</u> Per LF	\$ <u>100.00</u>
4	4,500	LF	Weed Eat, channel bottom of Newport Ditch South of Colonial to Hobbs Road	\$ <u>.10</u> Per LF	\$ <u>450.00</u>
5	7,000	LF	Weed Eat, channel bottom of Landing Ditch South of FM 518	\$ <u>.10</u> Per LF	\$ <u>700.00</u>
6	2,000	LF	Weed Eat, channel bottom of Clear Creek Heights Ditch from Hobbs Road to TxDOT Ditch	\$ <u>.10</u> Per LF	\$ <u>200.00</u>
7	2,550	LF	Weed Eat, channel bottom of TxDOT Ditch Butler Road/IH 45 to IH 45	\$ <u>.10</u> Per LF	\$ <u>255.00</u>
8	3,800	LF	Weed Eat, channel bottom of Nottingham Ditch	\$ <u>.10</u> Per LF	\$ <u>380.00</u>
9	7,610	LF	Weed Eat, channel bottom of Robinson's Gully, Power Street Ditch and laterals	\$ <u>.10</u> Per LF	\$ <u>761.00</u>
10	4,500	LF	Weed Eat, channel bottom of Meadowbend Ditch and South Shore Harbour	\$ <u>.10</u> Per LF	\$ <u>450.00</u>

BID #16-029
Mowing -- City-wide
Exhibit A -- Rough-Cut Mowing

11	9,860	LF	Weed Eat, channel bottom of Gum Bayou From FM 1266 to South of FM 646	\$ <u>.10</u> Per LF	\$ <u>986.00</u>
12	1,030	LF	Weed Eat, channel bottom of Bayridge Subdivision Channel	\$ <u>.10</u> Per LF	\$ <u>103.00</u>
13	2,700	LF	Weed Eat, channel bottom of Austin Channel, between FM 270 & Louisiana	\$ <u>.10</u> Per LF	\$ <u>270.00</u>
14	3,000	LF	Weed Eat, channel bottom of Park on Clear Creek Drainage R.O.W.	\$ <u>.10</u> Per LF	\$ <u>300.00</u>
15	3,000	LF	Weed Eat, channel bottom of The Meadows, Sections 1, 2, and 5 Drainage Reserves	\$ <u>.10</u> Per LF	\$ <u>300.00</u>
WEED EAT SUB-TOTAL					\$ <u>6,465.00</u>

ALTERNATES

A. FERTILIZATION

ITEM	APPROX QTY.	UNIT MEAS	ITEM DESCRIPTION WITH UNIT BID	UNIT PRICE	
1	5	AC	Fertilization	\$ <u>500.</u> Per AC	\$ <u>2,500.00</u>

B. HYDRO-MULCHING

ITEM	APPROX QTY.	UNIT MEAS	ITEM DESCRIPTION WITH UNIT BID	UNIT PRICE	
1	5	AC	Hydro-mulching	\$ <u>1,500.</u> Per AC	\$ <u>7,500.00</u>

BID ITEM DESCRIPTION

Section A: Six Mowings a year

Section B: Weed Eat Tow-Lines

BID ITEM SUBTOTAL

\$ 249,084.48

\$ 6,465.00

BID #16-029
Mowing — City-wide
Exhibit A — Rough-Cut Mowing

Alternate A: Fertilization

\$ 2,500.⁰⁰

Alternate B: Hydro-mulching

\$ 7,500.⁰⁰

GRAND TOTAL:

\$ 265,549.48

EXHIBIT C
BID #16-029
RIGHT-OF-WAY MOWING SERVICES
SPECIFICATIONS

REQUIREMENTS:

1. All rough cut areas shall be cut to a uniformed height of no more than six (6) to eight (8) inches.
2. Contractor will be responsible for any damages to fence lines adjacent to rough cut areas.
3. Contractor will insure all fence line and guard rails adjacent to rough cut areas will be maintained via hand tools/power tools to restrict growth of high vegetation.

MOWING SCHEDULE:

Owner will notify Contractor via email to initiate a mowing cycle. Contractor shall commence work within ten (10) calendar days after written notification to start work is received, and is to be substantially complete within thirty (30) working days after the date of the written notice. If after thirty (30) working days work items have not been completed, Owner may utilize alternative measures to complete. Contractor shall receive no payment for work items that Contractor has not completed. All exhibits within this sections are based on a cycle of 9 mowings per year.

BID #16-029
Mowing - City-wide
Exhibit C - Right-of-way Mowings

ITEM	APPROX QTY.	UNIT MEAS	DESCRIPTION	UNIT PRICE	BID PRICE
1	8.75	AC	Shellside Area 1	\$ <u>88.42</u> Per AC	\$ <u>773.68</u>
2	13.08	AC	Shellside Area 2	\$ <u>88.42</u> Per AC	\$ <u>1,156.55</u>
3	14.9	AC	Shellside Area 3	\$ <u>88.42</u> Per AC	\$ <u>1,317.47</u>
MOWING SUB-TOTAL					\$ <u>3,247.71</u>

Yellowstone Landscape
Name of Firm/Company

Chris Cathery Account Consultant
Agent's Name (Please Print) Agent's Title

10892 Shadow Wood Houston TX 77043
Mailing Address City State Zip

281-808-0357
Telephone Number Cell Phone Number

ccathery@yellowstonelandscape.com
Email Address

M. City 04/12/16
Authorized Signature Date

EXHIBIT D
BID #16-029
ROADSIDE DITCH MOWING SERVICES
SPECIFICATIONS

REQUIREMENTS:

1. Roadside ditches have an average width of 15 ft.
2. All rough cut areas shall be cut to a uniformed height of no more than six (6) to eight (8) inches.
3. Contractor will be responsible for any damages to fence lines adjacent to rough cut areas.
4. Contractor will insure all fence line and guard rails adjacent to rough cut areas will be maintained via hand tools/power tools to restrict growth of high vegetation.

MOWING SCHEDULE:

Owner will notify Contractor via email to initiate a mowing cycle. Contractor shall commence work within ten (10) calendar days after written notification to start work is received, and is to be substantially complete within thirty (30) working days after the date of the written notice. If after thirty (30) working days work items have not been completed, Owner may utilize alternative measures to complete. Contractor shall receive no payment for work items that Contractor has not completed. All exhibits within this sections are based on a cycle of 9 mowings per year.

BID #16-029
 Mowing - City-wide
 Exhibit D - Roadside Ditches Mowings

ITEM	APPROX QTY.	UNIT MEAS	DESCRIPTION	UNIT PRICE	BID PRICE
1	4,108.68	Lnr Ft	7 th St & Alabama Ave Arc	\$.083 Per Lnr Ft	\$ 341.02
2	11,760.16	Lnr Ft	Calder Rd, N of Ervin St	\$.083 Per Lnr Ft	\$ 971.91
3	5,656.59	Lnr Ft	Calder Rd, S of Ervin St	\$.083 Per Lnr Ft	\$ 467.49
4	5,676.73	Lnr Ft	Columbia Memorial Pkwy Area	\$.083 Per Lnr Ft	\$ 469.15
5	5,088.60	Lnr Ft	Gun Range Rd Area	\$.083 Per Lnr Ft	\$ 420.55
6	9,892.22	Lnr Ft	Harris County/Palomino Ln	\$.083 Per Lnr Ft	\$ 817.54
7	11,634.45	Lnr Ft	Hwy 3 Area - Washington St to Wakefield Dr	\$.083 Per Lnr Ft	\$ 961.52
8	22,759.37	Lnr Ft	Hwy 3, S of 96	\$.083 Per Lnr Ft	\$ 1,880.94
9	8,484.51	Lnr Ft	Lakeside Dr & Glen Cove Blvd Area	\$.083 Per Lnr Ft	\$ 701.20
10	6,885.27	Lnr Ft	Leisure Ln Area	\$.083 Per Lnr Ft	\$ 569.03
11	13,293.82	Lnr Ft	McFarland Rd	\$.083 Per Lnr Ft	\$ 1,098.66
12	7,509.20	Lnr Ft	Perkins Ave & Kansas Ave Area	\$.083 Per Lnr Ft	\$ 620.60
13	10,564.10	Lnr Ft	Shellside, E of Railroad	\$.083 Per Lnr Ft	\$ 873.07
14	5,758.55	Lnr Ft	St. Christopher Ave Area	\$.083 Per Lnr Ft	\$ 475.91
15	2,600.83	Lnr Ft	Texas Ave, N of Power St	\$.083 Per Lnr Ft	\$ 214.94
16	4,333.89	Lnr Ft	Texas Ave, S of Power St	\$.083 Per Lnr Ft	\$ 358.17
17	5,504.08	Lnr Ft	Webster St Area	\$.083 Per Lnr Ft	\$ 454.88
MOWING SUB-TOTAL					\$ 11,696.59

EXHIBIT E
BID #16-029
FLOW LINES AND DETENTION BASINS MOWING SERVICES
SPECIFICATIONS

REQUIREMENTS:

1. This section focuses on the routine mowing and maintenance of major outfall lines, bottoms and slopes of certain areas located throughout the City.
2. All rough cut areas shall be cut to a uniformed height of no more than six (6) to eight (8) inches.
3. Contractor will be responsible for any damages to fence lines adjacent to rough cut areas.
4. Contractor will insure all fence line and guard rails adjacent to rough cut areas will be maintained via hand tools/power tools to restrict growth of high vegetation.

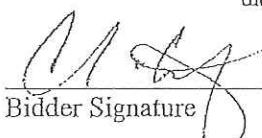
MOWING SCHEDULE:

Owner will notify Contractor via email to initiate a mowing cycle. Contractor shall commence work within ten (10) calendar days after written notification to start work is received, and is to be substantially complete within thirty (30) working days after the date of the written notice. If after thirty (30) working days work items have not been completed, Owner may utilize alternative measures to complete. Contractor shall receive no payment for work items that Contractor has not completed. All exhibits within this sections are based on a cycle of 4 mowings per year.

ITEM	APPROX QTY.	UNIT MEAS	DESCRIPTION	UNIT PRICE	BID PRICE
1	2.32	AC	From East Line of Calder Rd. to West Line of FM 646	\$ <u>288.75</u> Per AC	\$ <u>2,679.60</u>
2	3.35	AC	From E.L. of FM 646 to W.L. of I-45	\$ <u>288.75</u> Per AC	\$ <u>3,869.25</u>
<i>1 & 2 (Borden's Gully)</i>					
3	2.68	AC	Detention Pond off Cross Colony Dr. South to Borden's Gully	\$ <u>288.75</u> Per AC	\$ <u>3,095.40</u>
4	3.47	AC	Detention Pond off Cross Colony Dr. to Meadow Bay Dr.	\$ <u>288.75</u> Per AC	\$ <u>4,007.85</u>
5	5.47	AC	Detention Pond - north Bay Creek Dr. (mows bottom)	\$ <u>288.75</u> Per AC	\$ <u>6,317.85</u>
6	2.21	AC	East Tributary of Borden's Gully (mows bottoms maybe every 2 yrs)	\$ <u>288.75</u> Per AC	\$ <u>2,552.55</u>
7	3.87	AC	From Mary Lane to W.L. of Calder Rd.	\$ <u>288.75</u> Per AC	\$ <u>4,469.85</u>
8	3.63	AC	From E.L. of Calder Rd. to W.L. of FM 646	\$ <u>288.75</u> Per AC	\$ <u>4,192.65</u>
9	3.58	AC	From E.L. of FM 646 to W.L. I- 45	\$ <u>288.75</u> Per AC	\$ <u>4,134.90</u>
<i>7, 8, & 9 (Magnolia Bayou)</i>					
10	17.61	AC	Northpointe Detention Pond	\$ <u>288.75</u> Per AC	\$ <u>20,339.55</u>
11	5.97	AC	Westover South	\$ <u>288.75</u> Per AC	\$ <u>6,845.35</u>
12	5.36	AC	Westover North	\$ <u>288.75</u> Per AC	\$ <u>6,190.80</u>
13	3.23	AC	Magnolia Creek	\$ <u>288.75</u> Per AC	\$ <u>3,730.65</u>
14	3.31	AC	Cedar's Gully - North of FM 518	\$ <u>288.75</u> Per AC	\$ <u>3,823.05</u>
15	4.50	AC	Claremont Outfall	\$ <u>288.75</u> Per AC	\$ <u>5,197.50</u>

Exhibit E - Flow Lines and Detention Basin Mowings

16	2.15	AC	Village of Clear Creek Ditch, north of Subdivision from Audubon to Clear Creek	\$ <u>288.75</u> Per AC	\$ <u>2,483.25</u>
17	2.43	AC	BLD Detention Pond (mows bottom)	\$ <u>288.75</u> Per AC	\$ <u>2,806.65</u>
18	1.99	AC	Corum Ditch - from E.L. Wesley Dr.	\$ <u>288.75</u> Per AC	\$ <u>2,298.45</u>
19	1.43	AC	Kelly's Ditch - from N.L. of Main St. to Corum Ditch	\$ <u>288.75</u> Per AC	\$ <u>1,651.65</u>
20	2.20	AC	Interurban Ditch - from S.L. Main to W. Saunders	\$ <u>288.75</u> Per AC	\$ <u>2,541.00</u>
21	1.01	AC	Interurban South Ditch - from S.L. of LC Pkwy to Benson's Bayou	\$ <u>288.75</u> Per AC	\$ <u>1,165.55</u>
<i>20 & 21 Interurban Ditch</i>					
22	2.38	AC	Tributary #1 of Benson's Bayou	\$ <u>288.75</u> Per AC	\$ <u>2,748.90</u>
23	3.25	AC	Tributary #2 of Benson's Bayou	\$ <u>288.75</u> Per AC	\$ <u>3,753.75</u>
24	6.12	AC	Benson's Bayou	\$ <u>288.75</u> Per AC	\$ <u>7,068.60</u>
25	3.51	AC	Power Ditch - from Dickinson Ave. to LC Pkwy.	\$ <u>288.75</u> Per AC	\$ <u>4,054.05</u>
26	1.21	AC	Power Ditch - from L.C. Pkwy to Hwy. 3	\$ <u>288.75</u> Per AC	\$ <u>1,397.55</u>
27	3.65	AC	Power Ditch - from Hwy. 3 to Interurban	\$ <u>288.75</u> Per AC	\$ <u>4,215.75</u>
<i>25, 26, & 27 Power Ditch</i>					
28	0.83	AC	Tributary from Robinson's Gully heading west to Texas (behind homes on Austin St.)	\$ <u>288.75</u> Per AC	\$ <u>958.65</u>
29	2.10	AC	Robinson Tuscan	\$ <u>288.75</u> Per AC	\$ <u>2,425.50</u>
<i>28 & 29 Robinson's Gully</i>					
30	0.25	AC	Drainage Ditch - North of the LC Drill field from Kansas Ave. to Dallas Salmon discharge ditch	\$ <u>288.75</u> Per AC	\$ <u>288.75</u>


Bidder Signature

31	0.91	AC	Dallas Salmon discharge ditch	\$ 288.75 Per AC	\$ 1,051.05
32	1.39	AC	Genco Canal - from Davis Rd. to Marina Bay Dr.	\$ 288.75 Per AC	\$ 1,605.45
33	4.84	AC	from Marina Bay Dr. to S. Shore Blvd.	\$ 288.75 Per AC	\$ 5,590.20
34	2.27	AC	from S. Shore Blvd. to FM 2094	\$ 288.75 Per AC	\$ 2,621.85
35	1.66	AC	Sweetgum Ditch	\$ 288.75 Per AC	\$ 1,917.30
36	1.68	AC	City Property - Hidden Lakes	\$ 288.75 Per AC	\$ 1,940.40
37	8.47	AC	Bordens Gully -- Calder to Tallow Forest	\$ 288.75 Per AC	\$ 9,782.85
38	3.49	AC	Hidden Lakes Ditch	\$ 288.75 Per AC	\$ 4,030.95
39	1.04	AC	Perkins Ditch	\$ 288.75 Per AC	\$ 1,201.20
40	1.38	AC	Interurban Ditch, N of Main St	\$ 288.75 Per AC	\$ 1,593.90
41	6.2	AC	West Tributary of Borden's Gully	\$ 288.75 Per AC	\$ 7,161.00
42	3.18	AC	Benson's Bayou South	\$ 288.75 Per AC	\$ 3,672.90
				Annual Amount x 4 cycles	
				MOWING SUB-TOTAL	\$ 163,524.90

Chris Cathy

Yellowstone Landscape
Name of Firm/Company

Chris Cathy
Agent's Name (Please Print)

Account Consultant
Agent's Title

10892 Shadow Wood
Mailing Address

Houston TX 77043
City State Zip

281-808-0357
Telephone Number

Cell Phone Number

ccathy@yellowstonelandscape.com
Email Address

M. Cathy
Authorized Signature

04/12/16
Date



September, 6, 2017

City of League City
1535 Dickinson Ave
League City, Texas 77573

Re: CIC Proposal for City of League City Bid # 16-029 Mowing and Trimming of: Exhibits A and D

Yellowstone Landscape is proposing a change in contract for the City of League City mowing contract bid #16-029

We have been informed that we will be extending the mowing coverage. Thus, we are proposing the additions below based on current contract pricing.

Location	Exhibit #	cycles	per cycle	yearly cost
FM 270	A-49	4	\$ 1,592.00	\$ 6,368.00
SH 3	A-50	4	\$ 2,384.90	\$ 9,539.60
FM 646	A-51	4	\$ 4,386.24	\$ 17,544.96
D. POND	A-52	4	\$ 9,169.92	\$ 36,679.68
SHELLSIDE	D-13	7	\$ 4,412.61	\$ 30,888.27
				\$ 101,020.51

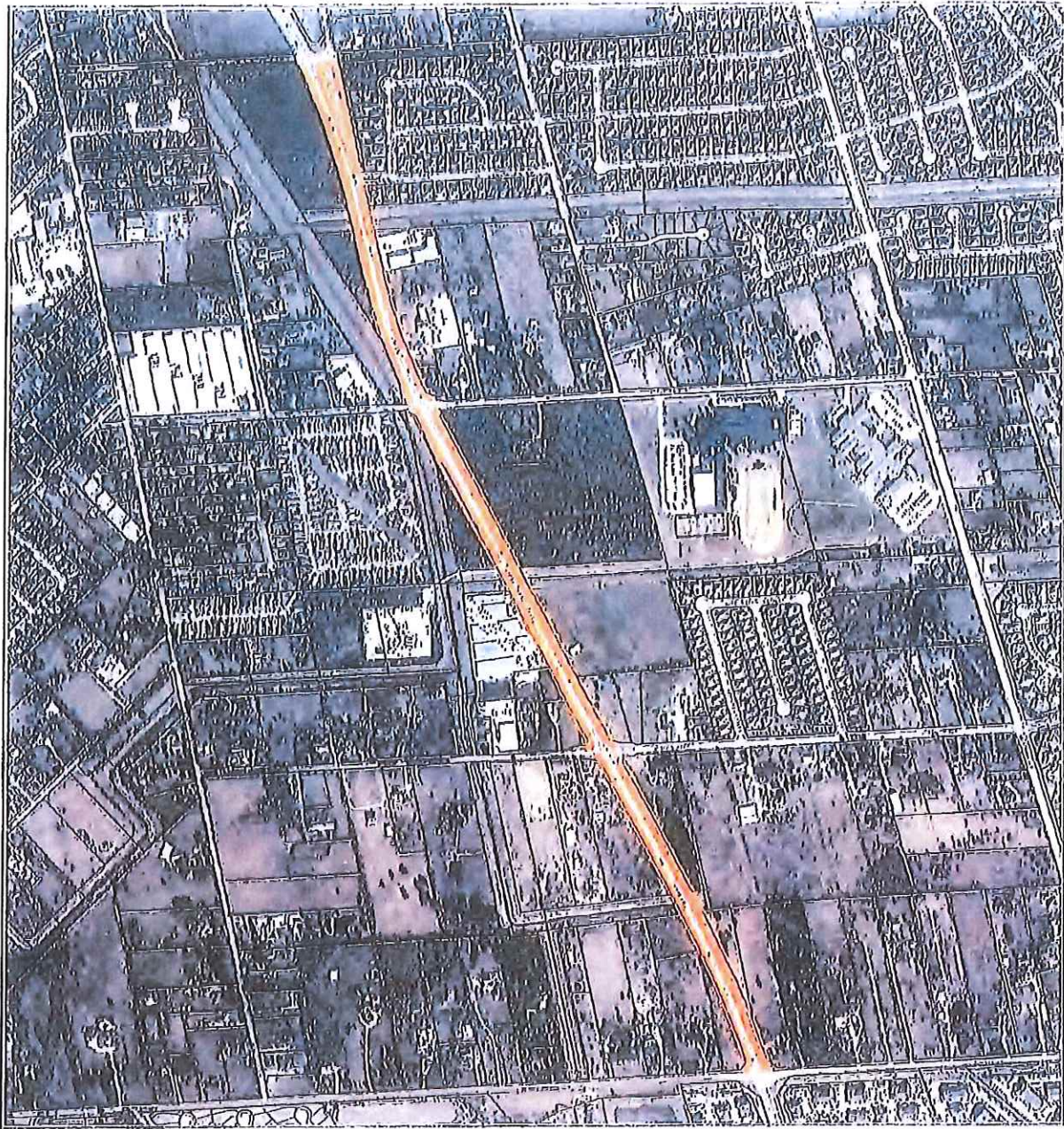
19.5% of Contract Value

Please contact me with any questions or concerns.

Sincerely,

Tim Grinage
Account Manager
Yellowstone Landscape, Inc

Exhibit A-49
Egret Bay South
9.10 Acres



McGray Map



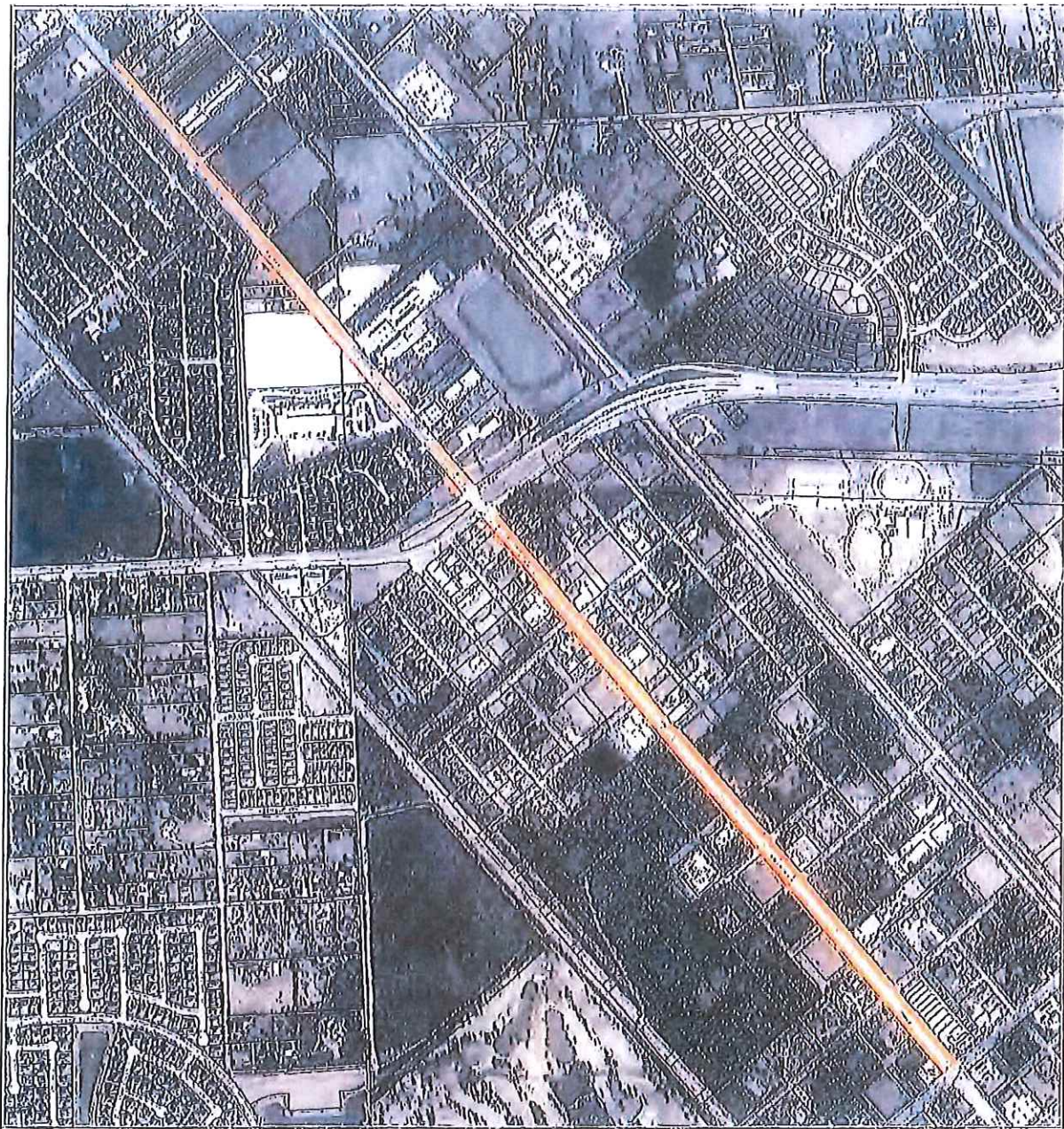
The City of League City makes no claim to the accuracy of this map.
It is intended for demonstrational purposes only.

Prepared: 05/03/2017

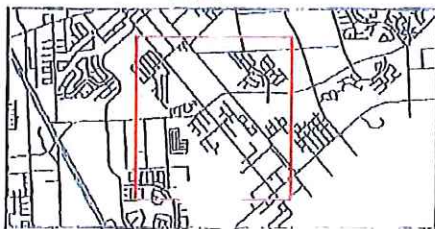


GIS Department
City of League City

Exhibit A-50
Hwy 3 South
9.30 Acres



Neighborhood Map



Prepared: 05/03/2017



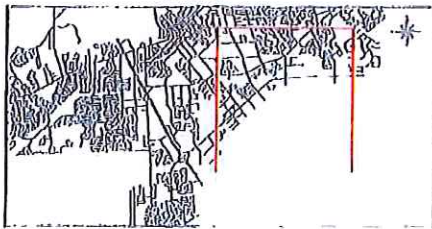
GIS Department
City of League City

The City of League City makes no claims to the accuracy of the map.
It is intended for demonstrational purposes only.

Exhibit A-51
FM 646 - Bensons to Gum Bayou
26.10 Acres



Utility Map



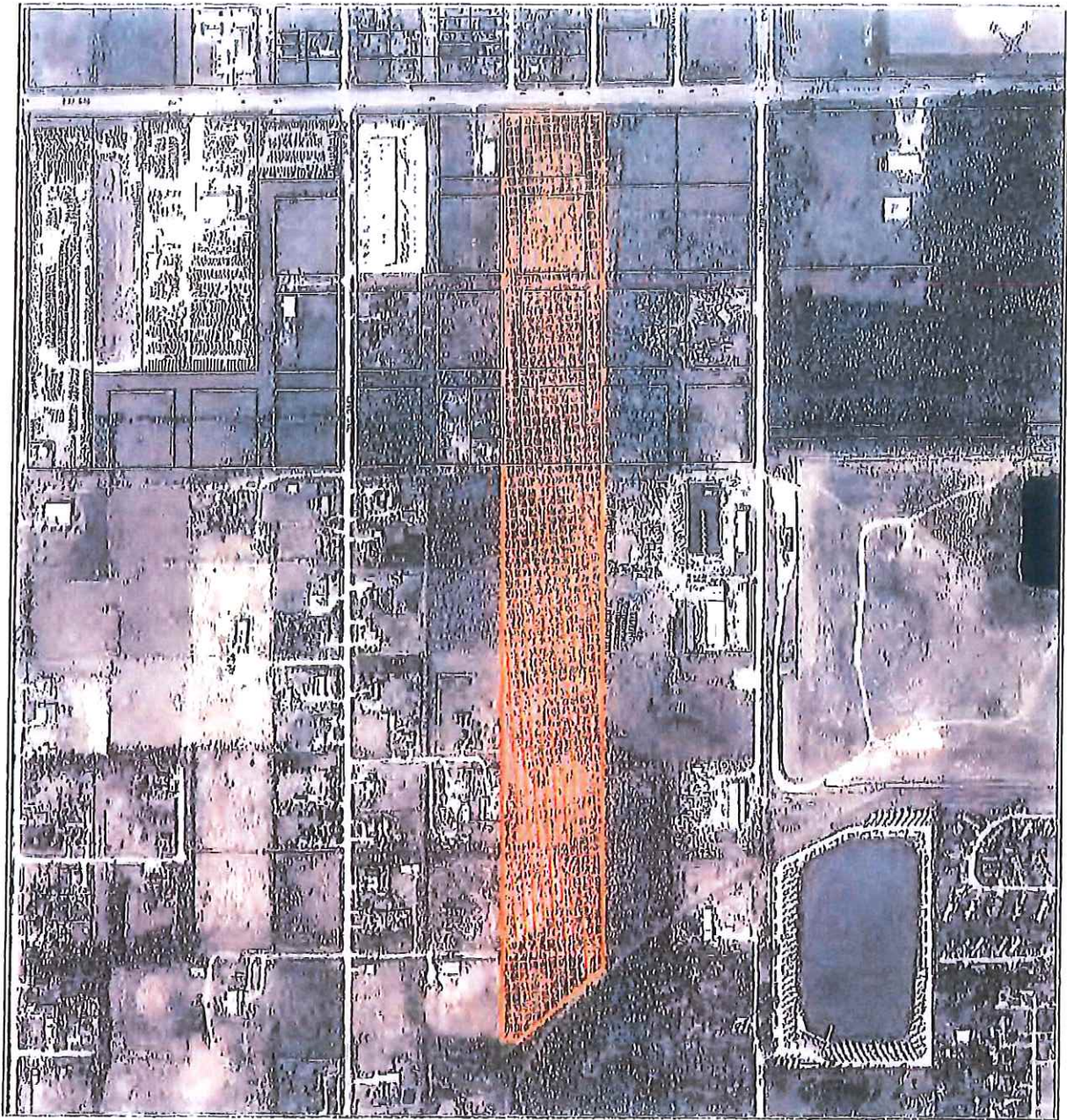
Prepared: 05/03/2017



GIS Department
City of League City

The City of League City makes no claims to the accuracy of this map.
It is intended for demonstrative purposes only.

Exhibit A-52
Shellside Detention
31.84 Acres



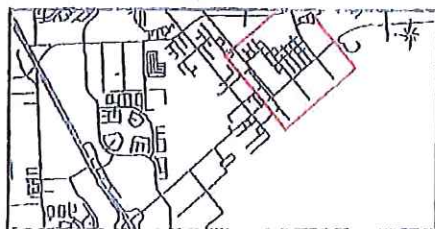
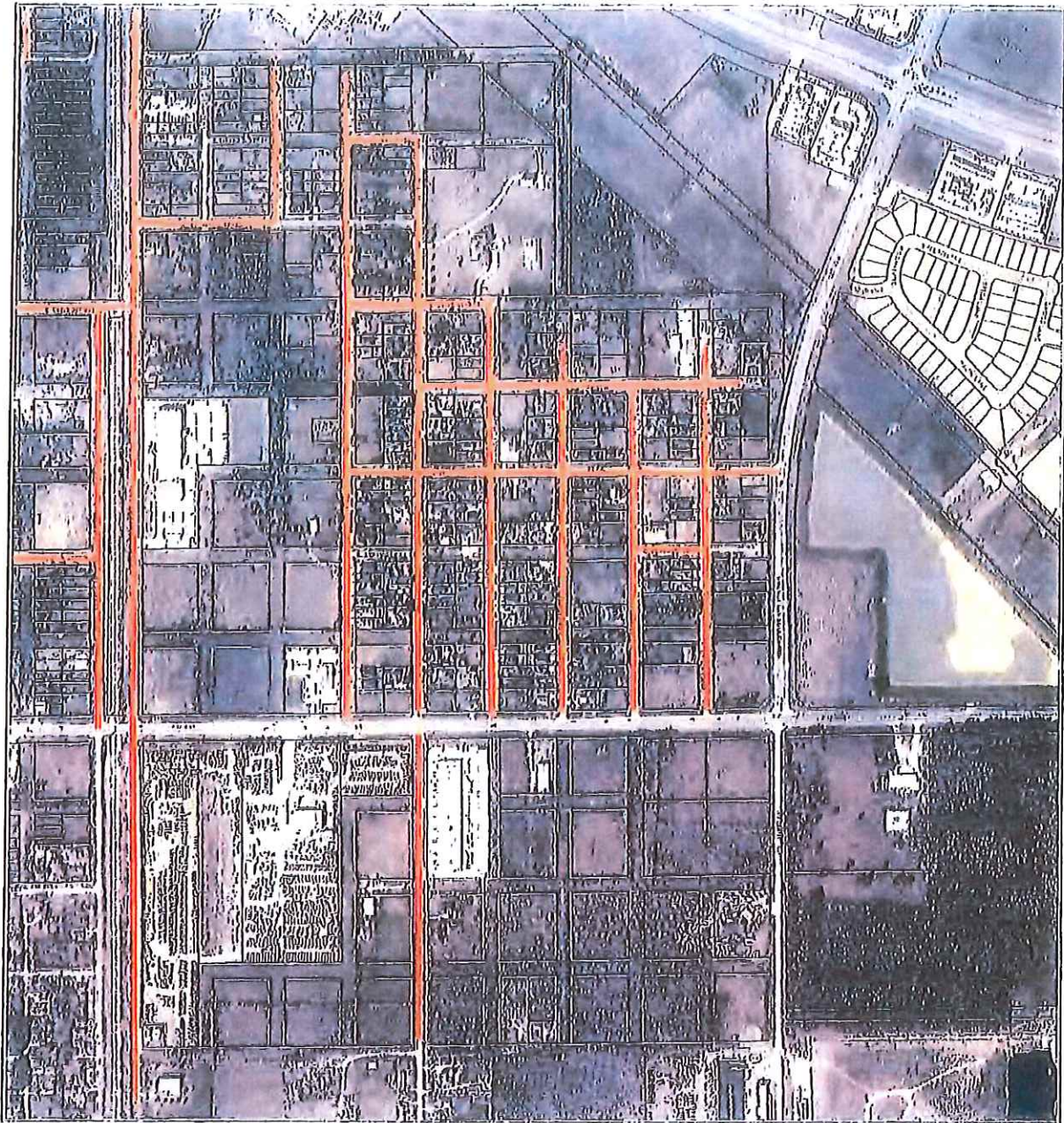
Prepared: 05/03/2017



GIS Department
City of League City

The City of League City makes no claim to the accuracy of this map.
It is intended for demonstrative purposes only.

Exhibit D-13
Shellside Area
26,582 Linear Feet



Prepared: 05/03/2017



GIS Department
City of League City

The City of League City makes no claim to the accuracy of this map.
It is intended for demonstration purposes only.

Yellowstone Mowing Contract Adjustments for 2018-2019 Fiscal Year

An increase in funding for mowing contractual services for the fiscal year 2018-2019 provided by Yellowstone Landscape of approximately \$28,500 will allow addition mowing exhibits to be completed by Yellowstone Landscape. Below is a list of proposed exhibits to add to the contract for the upcoming fiscal year. All the exhibits are attached with maps and descriptions.

Exhibit A Rough Cut Mowing 6 mowing cycles per year at \$58.00 per acre

Exhibit Name	Cost Per Mowing	Total Cost for 6 mowing cycles
Proposed Exhibit A-53 Candlewood Dr	2 acres @ \$58 per acre=\$116	\$696
Proposed Exhibit A-54 Crystal lake Ditch	.41 acres @\$58 per acre=\$23.78	\$142.68
Exhibit A	Total	\$838.68

Exhibit C Right of Way Mowing 9 mowing's per year at \$58.00 per acre

Exhibit Name	Cost Per Mowing	Total Cost for 9 mowing cycles
Proposed Exhibit C-3 Amendment	.75 acres @ \$58 per acre=\$43.5	\$391.50
Exhibit C	Total	\$391.50

Exhibit E Rough Cut Flow Lines & Detention Basins Mowing 4 mowing cycles per year at \$288.75 per acre

Exhibit Name	Cost Per Mowing	Total Cost for 4 mowing cycles
Exhibit E-12 Westover North	5.36 acres @ \$288.75 per ac = \$1,547.70	\$6,190.80
Exhibit E-16 Clear Creek Village	2.15 acres @ \$288.75 per ac = \$620.81	\$2,483.25
Exhibit E-17 Big League Dreams	2.43 acres @ \$288.75 per ac = \$701.66	\$2,806.64
Exhibit E-26 Powers Ditch LCP to Hwy 3	1.21 acres @ \$288.75 per ac = \$349.39	\$1,397.55
Exhibit E-27 Power Ditch Hwy 3 to Interurban	3.65 acres @ \$288.75 per ac = \$1,053.94	\$4,215.75
Proposed Exhibit E-43 Hwy 96 to Columbia Memorial	2.81 acres @ \$288.75 per ac = \$811.39	\$3,245.55
Proposed Exhibit E- 44 Bay Colony Bay Sky Drive	2.7 acres @ \$288.75 per ac = \$779.62	\$3,118.50

Proposed Exhibit E-45 Brookport	2.9 acres @ \$288.75 per ac = \$837.37	\$3,349.50
Exhibit E	Total	\$26,807.54

The total of all the exhibits and requests are listed below.

Exhibit A Total , \$838.68


Exhibit C Total \$391.50

Exhibit E Total \$26,807.54

Grand total of all exhibits \$28,037.72

Proposed Exhibit A-53 Candlewood Dr

Untitled layer


 Mowing Area

The area is approximately 2 acres. Mow the fence line of the property along Candlewood Dr.



Proposed Exhibit A -54 Crystal Lake Ditch South of Hwy 96

Untitled layer


 Mowing Area

The area is .41 acres or 18,000 Square feet



Proposed Exhibit C-3 Amendment

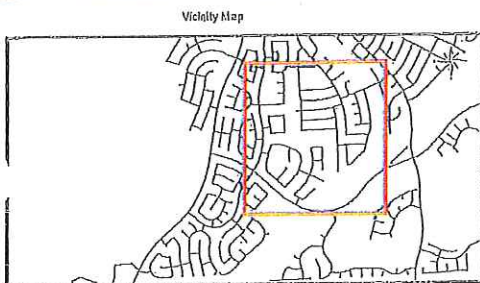
Untitled layer

 Mowing Area

Add .75 acres to the right of
way mowing in exhibit
Shellside C-3. Mow between
Hawaii Ave and Dakota Ave



Exhibit E-12
Westover North
5.36 Acres



L.C.

Prepared: 02/29/2016



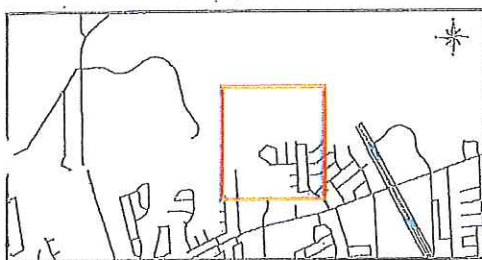
GIS Department
City of League City

The City of League City makes no claims to the accuracy of the map. It is intended for demonstrational purposes only.

Exhibit E-16
Clear Creek Village
2.15 Acres



Vicinity Map



L.C.

Prepared: 02/29/2016



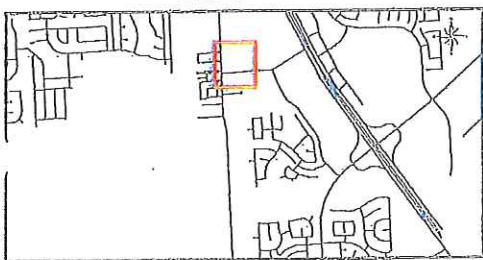
GIS Department
City of League City

The City of League City makes no claims to the accuracy of the map.
It is intended for demonstrational purposes only.

Exhibit E-17
Big League Dreams Detention
2.43 Acres



Vicinity Map



L.C.

Prepared: 02/29/2016



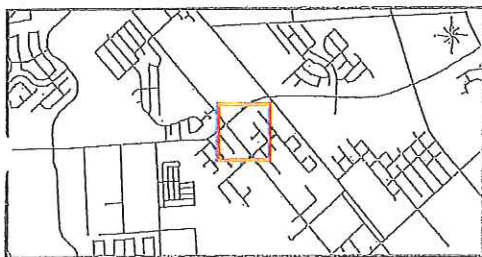
GIS Department
City of League City

The City of League City makes no claims to the accuracy of the map.
It is intended for demonstrational purposes only.

Exhibit E-26
Power Ditch - LCP to Hwy 3
1.21 Acres



Vicinity Map



L.C.

Prepared: 02/29/2016



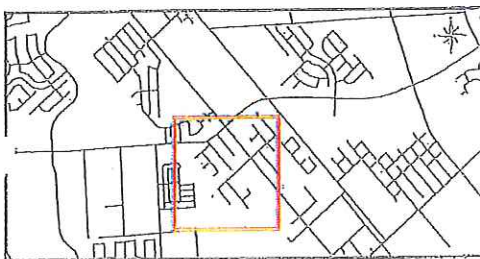
GIS Department
City of League City

The City of League City makes no claims to the accuracy of the map.
It is intended for demonstrational purposes only.

3.65 Acres



Vicinity Map



L.C.

Prepared: 02/29/2016



GIS Department
City of League City

The City of League City makes no claims to the accuracy of the map. It is intended for demonstrational purposes only.

Proposed Exhibit E -43 Hwy 96 to Columbia Memorial

Untitled layer


 Mowing Area

The entire area is 2.81 acres or
122,677 Square feet.



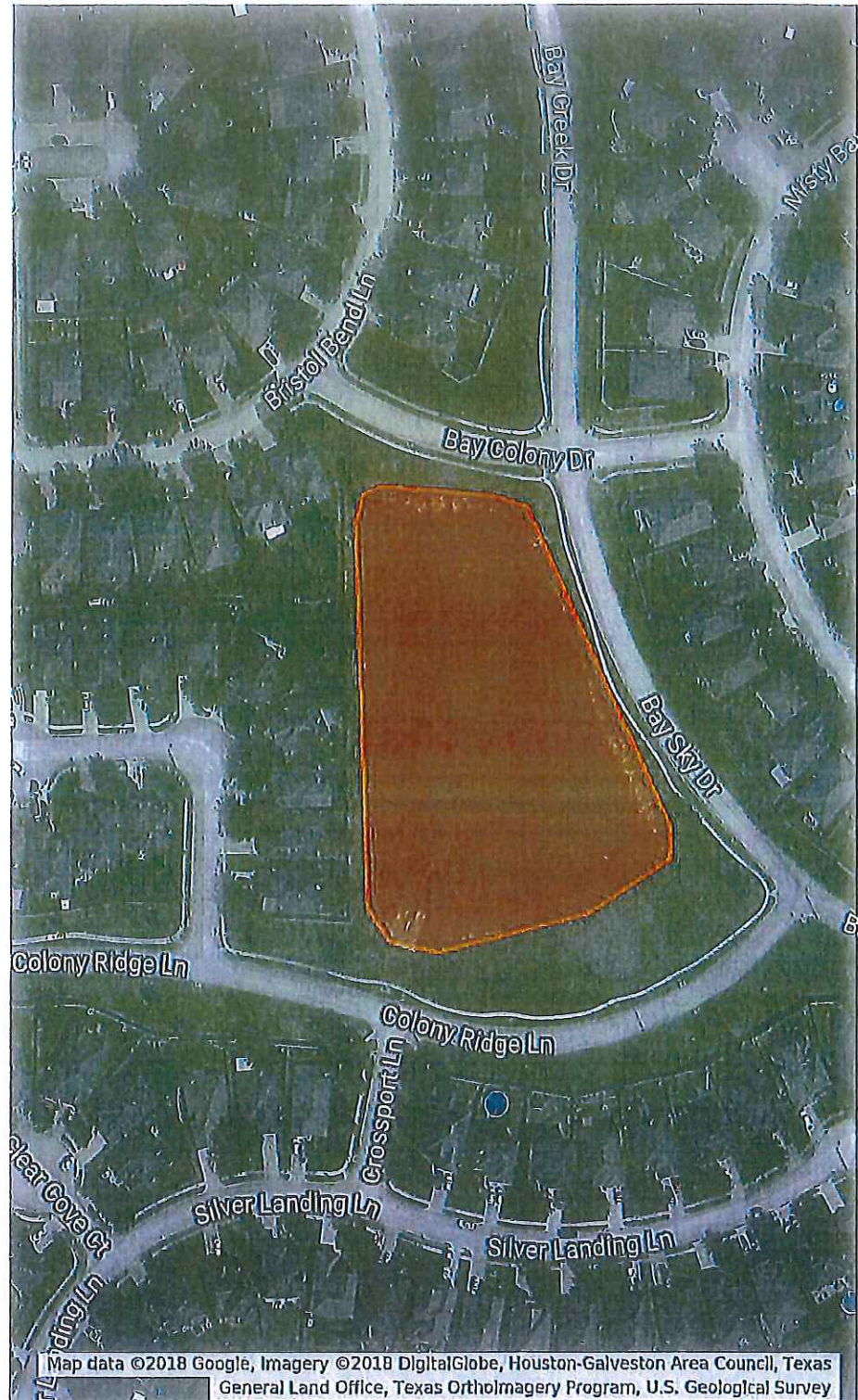
Proposed Exhibit E -44 Bay Colocy Bay Sky Drive

Untitled layer

 Mowing Area

Untitled layer

The proposed exhibit is 2.7 acres or 117,621 Square feet



Proposed Exhibit E-45 Brookport

Untitled layer

 Mowing Area

The proposed area is 2.9 Acres
or 129,273 Square feet.

