



ESTIMATE/BID AGREEMENT #2180
BUYBOARD #641 21

On this date, June 4, 2024, Ryan Sanders Sports Services, LLC, as Ryan Sanders Sports Turf Services, an independent contractor, with its primary place of business located at 3400 East Palm Valley Boulevard, Round Rock, Texas 78665 ("Contractor"), submits this estimate/bid agreement (this "Agreement") to:

Owner: Pflugerville Parks and Rec (herein "Owner/Operator")
Address: 400 Immanuel Rd.
Pflugerville, TX 78660
Contact: Shane Mize- Director
ShaneM@pflugervilletx.gov
(512) 990-6357

PROPRIETARY/CONFIDENTIAL INFORMATION – This Agreement and the commercial transaction it references replaces all other previously submitted estimates or bids and related information. The below information related to the scope of work or services to be provided by Contractor for Owner/Operator and the amounts to be paid by Owner/Operator to Contractor are confidential and proprietary. The transfer, copying and use of the descriptions and pricing by Owner/Operator with parties other than Owner/Operator or its employees may not be made without the expressed written consent of Contractor. All information in this proposal is subject to the terms and conditions described below.

SCOPE – Contractor shall provide the following groundskeeping and sports turf maintenance or services for Wells Point Sports Park Athletic Fields located at 800 S. Heatherwilde Blvd, Pflugerville, TX 78660 (the "Project"):

General Conditions:

- Insurance
- Admin
- Mobilization
- Fuels

6' Black Vinyl Chain Link Fence

- Remove and dispose of existing fence.
- Furnish and install 1,979' of 6' Black Vinyl Commercial Chain Link Fence with 24' Double Drive Gate / 12' Double Drive Gate / 10' Double Drive Gate & 4' Walk Gate.

Proposal Includes

- Fence Materials: (All Black Vinyl) 6' (9 GA Core) Chain Link, SCD40 2 7/8" Terminal & Gate Post, SCD40 2 3/8" Line Post, SCD40 1 7/8" Top Rail, Black Vinyl Chain Link Hardware (bands, bars, bolts, etc.), 24' x 6' DD Gate with standard hardware, 12' x 6' Double Drive Gate with standard hardware, 10' x 6' Double Drive Gate with standard hardware, 4' x 6' Walk Gate with standard hardware, 7ga bottom tension wire, cement and rock digging.

Proposal Excludes

- SWPP Plan
- Payment or Performance Bonds
- Design permits and engineering fees
- Rock excavation. Additional charge if rock is encountered
- Relocation of any existing services

Estimated completion time of the Project is to be TBD regular working days. The commencement and completion of the work described herein shall be subject to weather or grounds conditions and per the payment terms described below. Said completion of work shall include appropriate clean-up of materials resulting from Contractor's work.

Owner/Operator will provide the following:

- Access to restroom.
- Access to fields.
- Access to irrigation.
- Area to store equipment and materials.

Owner/Operator will also provide access to utilities such as electricity and potable water as needed, in addition to property information, detailed plans, renderings or drawings, if any. For best results, the Owner/Operator will ensure all personal and private property and other material is cleared and removed.

Additional specifications and details may be attached as an addendum to this Agreement. Contractor shall furnish all labor, material, skill and equipment necessary or required to perform all the work for the Project as described.

COST – In consideration for services rendered and the deployment of Contractor resources for the execution of its duties described herein this Agreement, upon the below Approval, Owner/Operator shall remit to Contractor the full cost of Eighty-Nine Thousand Six Hundred Sixty Dollars (\$89,660.00 US), plus any applicable state and local taxes.

Owner must submit a copy of bona fide tax-exempt confirmation documentation upon the execution of this Agreement, if applicable. Per statutes of the State of Texas, failure to provide sufficient tax-exempt confirmation may result in taxes being applied.

VALID FOR THIRTY (30) DAYS. Time is of the essence in this Agreement. Owner/Operator understands the information contained herein may expire and or be revoked after 30 days from the above date unless executed into an Agreement by authorized signature below.

PAYMENT TERMS – An initial down payment equal to Twenty-Five Percent (25%) of the total Cost Due is due and payable upon the execution of this Agreement. Project performance scheduling may be delayed until the initial down payment is made and may result in delays in its completion due to overlapping or conflicting Contractor commitments. Owner's/Operator's right to rescind this Agreement shall terminate upon the receipt of the initial down payment and the final scheduling for the Project. For projects requiring more than fifteen (15) days for completion, work-in-progress installments will be based on the outstanding balance and presented on a Schedule of Values mutually agreed upon. The installments will be due within ten (10) days of the billing date. A final installment of the Cost Due will be billed upon the commencement of the last week of the expected Project completion and shall be due in full on the day of the substantial completion of the Project as determined by the Contractor. Owner/Operator understands work may be halted due to delays in payments.

Checks may be payable to Ryan Sanders Sports Services, LLC., or ACH information can be provided upon request. Non-sufficient funds or declined credit cards will result in additional fees being charged.

FIRM SCOPE AND PRICING – Both parties agree that Costs are firm within the context of the Scope described herein for services. Only work specified within the descriptions herein is agreed to be completed by Contractor. Any work not indicated in the plans or specifications, that must be added, repaired, or replaced because of hidden, concealed, or changed conditions, or that is required for compliance with building codes or other regulations, shall result in a change order, and shall be paid for in full by the Owner/Operator, subject to the terms and conditions of this Agreement. Performance schedules shall be determined upon proper execution of this Agreement. All change orders and/or additional billable expenses or work, including agreed upon allowances, associated with variations to the Scope described herein (“Extras”) are to be determined and added to the Cost, including applicable taxes, as necessary and shall become part of this Agreement, under the same terms described herein. Contractor further agrees to give notice to Owner/Operator of all claims for Extras, for requests of extensions of time and for damages for delays or otherwise, promptly and in accordance herein this Agreement. Contractor acknowledges and agrees that any change orders for Extras must be consented to in writing by Owner/Operator. An e-mail approval may serve as adequate confirmation of said approval, such approval becoming binding and therefore billable to Owner/Operator.


Contractor makes no additional warranty, guarantee, or any other assurances, other than those provided by manufacturers, suppliers or vendors of products and/or services. Contractor shall furnish all labor, material, skill and equipment necessary or required to perform all the work in a workmanlike manner for the Project as described. Although it reserves at all times the right to utilize specialized methods, information, or equipment to perform its duties herein, Contractor shall use the degree of skill, efficiency, and knowledge that is possessed by those of ordinary competency and standing in its trade. Contractor shall make the final determination as to the quality of work done and Owner/Operator may not for any reason withhold payments based on its determination of quality of work. At no fault of, or in any way the liability of, the Contractor, Owner/Operator understands that the outdoor nature of the projects lends itself to exposure to conditions that diminish or deteriorate results, to include but not limited to adverse or inclement weather, subsequent wear and tear or use before proper curing, or improper upkeep or maintenance after work described herein is completed. Contractor shall not bear responsibility for such conditions or results.

SUPERVISORY EMPLOYEES – Owner acknowledges that Contractor has invested considerable amounts of time and money in training its supervisory employees in the systems, procedures, methods, forms, reports, formulas, computer programs, plans, techniques and other valuable information which is proprietary and unique to Contractor’s manner of conducting its business and that such information is available, on a confidential basis, to Contractor’s supervisory employees. Therefore, Owner agrees that supervisory employees of Contractor will neither be hired by Owner or any Affiliate of Owner for the term of this Agreement and one (1) year thereafter, nor will Owner permit supervisory employees of Contractor to be employed on Owner’s premises or on the premises of any Affiliate of Owner for a period of one (1) year subsequent to the termination of this Agreement (unless such employees were formerly employees of Owner), whether as an individual or as owner, partner, majority stockholder, director, officer or employee of a food service provider. For the purpose of this prohibition, “supervisory employees” shall be defined as those persons who have directly or indirectly performed management or professional services at the Locations at any time during the one (1) year period immediately preceding termination of the Agreement.

In addition, Owner agrees that if it violates the conditions set forth in the immediate preceding paragraph, then Owner shall pay to Contractor and Contractor shall accept as liquidated damages and not as a penalty for such breach, an amount equal to two (2) times the annual salary of the Contractor supervisory employee hired by or allowed to work for Owner in violation of the terms of this Agreement.

INDEMNIFICATION – The Owner/Operator shall defend, indemnify and hold the Contractor, its officers, officials, employees, subcontractors, and volunteers harmless from all claims, injuries, damages, losses or suits including attorney fees, arising out of or about the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Contractor. To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold the Owner/Operator, its officers, officials, employees and volunteers harmless from any and all claims, liens, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Owner/Operator.

GOVERNING LAW – This Agreement shall not be modified except in writing signed by both Owner/Operator and Contractor and shall be construed and governed by the laws of the State of Texas.



Garrett Reddehase, CPTM
As its President, Turf Operations

As an authorized representative with the legal capacity to do so, and with the intent to be legally bound by contract and therefore promising to pay Contractor for its services as described herein this Agreement, Offer is hereby acknowledged, immediately accepted and Approved for Owner/Operator by:

Signature

Name **Title** **Date**