

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to: **City of Boerne, 447 N. Main Street Boerne, Texas 78006**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the terms and conditions of the Contract Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Invitation to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner’s Notice of Award.
- 2.02 Bidder will sign and deliver the required number of counterparts of the Agreement with the Bond and other documents required by Bidding Requirements within 15 days after the date of the Owner’s Notice of Award.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - A. Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which are hereby acknowledged:

<u>Addendum No.</u>	<u>Date Received</u>	<u>Acknowledgement</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ARTICLE 4 – BIDDER’S CERTIFICATION

- 4.01 Bidder certifies that:
 - A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
 - B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
 - C. Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and
 - D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

SEASONAL MOWING

Item No.	Description	Unit	Frequency	Bid Unit Price	Bid Price
1	Right-of-Way (Approx. 18.9 miles): Mowing and weed eating of rights-of-way per Attachment A. Includes removal of trash prior to mowing.	Each	3	\$7,739.00	\$23,217.00
2	Right-of-Way (Approx. 5.6 miles): Mowing and weed eating of rights-of-way per Attachment A. Includes removal of trash prior to mowing.	Each	8	\$2,293.00	\$18,344.00
3	Drainage (Approx. 81.5 acres): Mowing and weed eating of drainage easements and detention basins per Attachment A. Includes removal of trash prior to mowing.	Each	2	\$33,374.00	\$66,748.00
4	Open Space (Approx. 8.3 acres): Mowing and weed eating of open spaces per Attachment A. Includes removal of trash prior to mowing.	Each	2	\$3,398.00	\$6,796.00
Subtotal of All SEASONAL Unit Price Bid Items					\$ 115,105.00

Note: Frequency of SEASONAL MOWING items may vary, depending on weather and other factors and are not guaranteed.

CITY FACILITIES

Item No.	Description	Unit	Frequency	Bid Unit Price	Bid Price
1	City Lake (Approx. 48 acres): Maintenance per Attachment A and as described in Article 6. Includes removal of trash prior to mowing.	Each	30	\$3,120.00	\$93,600.00
2	City Campus (Approx. 10 acres): Maintenance per Attachment A and as described in Article 6. Includes removal of trash prior to mowing.	Each	30	\$650.00	\$19,500.00
3	Visit Boerne (Approx. 0.05 acres): Maintenance per Attachment A and as described in Article 6. Includes removal of trash prior to mowing.	Each	30	\$85.00	\$2,550.00
4	City Cemetery (Approx. 5.75 acres): Maintenance per Attachment A and as described in Article 6. Includes removal of trash prior to mowing.	Each	19	\$1,725.00	\$32,775.00
5	Animal Care (Approx. 0.24 acres): Maintenance per Attachment A and as described in Article 6. Includes removal of trash prior to mowing.	Each	19	\$85.00	\$1,615.00
6	Police Department (Approx. 4.9 acres): Maintenance per Attachment A and as described in Article 6. Includes removal of trash prior to mowing.	Each	30	\$318.00	\$9,540.00
7	City Trails (Approx. 4.68 miles): Maintenance per Attachment A and as described in Article 6. Includes removal of trash prior to mowing.	Each	19	\$1,170.00	\$22,230.00
Subtotal of All CITY FACILITY Unit Price Bid Items					\$ 181,810.00

Note: Frequency of CITY FACILITY items may vary, depending on weather and other factors, and are not guaranteed.

ALTERNATE BID – WILDFLOWER PROTECTION

Item No.	Description	Unit	Frequency	Bid Unit Price	Bid Price
1	Right-of-Way (Approx. 1.3 miles): Edging only of Map ID 50 & 54 per Attachment A. Includes removal of trash prior to mowing.	Each	2	\$552.50	\$1,105.00
2	Open Space (Approx. 2.5 acres): Edging only of Map ID 18, 43, & 44 per Attachment A. Includes removal of trash prior to mowing.	Each	2	\$1,062.50	\$2,125.00
Subtotal of all ALTERNATE BID Unit Price Bid Items					\$ 3,230.00

Total of All Base Bid Unit Price Bid Items (Seasonal + City Facility)	\$ 296,915.00
Total of All Base Bid Unit Price Bid Items Plus Alternate Items	\$ 300,145.00

ARTICLE 6 – MAINTENANCE STANDARDS

6.01 Maintenance Standards

- A. All mowing, edging, trimming, litter removal, and clean-up shall be performed to maintain safe and aesthetically pleasing conditions in accordance with City specifications.
- B. Work must be performed with professional-grade equipment in good repair.
- C. Mowers shall leave no clumps or windrows of grass, and all hard surfaces shall be cleared of debris upon completion. Alternate mowing patterns shall be used each cycle to promote healthy turf.
- D. Edging shall be performed concurrently with mowing. All curbs and sidewalks shall be edged to a one-inch depth. Trimming shall maintain a uniform height consistent with mowing. Litter and debris shall be removed prior to mowing. Blowing grass clippings into streets or drains is prohibited by City ordinance.
- E. Mowing frequency and height shall be shown below for each section contracted. All hard surfaces shall be cleaned and/or cleared after each service (predominantly, but not limited to, blowing). All required unit work, which includes mowing, edging, trim mowing, string trimming, and sweeping, shall be 100% complete before commencing at another mowing site. Alternate mowing patterns are required every cycle to avoid turf damage and to promote turf health.
- F. Trimming: All string trimming must be done to achieve a height uniform with the mowing height. Trimming must be performed around trees, plant beds, buildings, playground equipment, signs, fences, and any other plants or structures. All play surfaces, hard

surfaces, sidewalks, streets, street medians, parking areas, parking lots and drainage channels must be kept free of grass, grass clippings, weeds and debris. These tasks must be completed on the same day, or within 24 hours, when the mowing is performed.

- G. Drains and detention/retention ponds: Areas that have additional exposed vegetation areas due to evaporation, absence, or receding of the water level shall be the Contractor's responsibility to service.
 - H. Litter & Debris: All Litter and other types of Debris such as motor vehicle parts, rocks, gravel, and dirt, shall be removed by the Contractor. Litter and Debris removal shall be performed concurrently with other maintenance operations. Hard Surfaced Medians or Hardscapes shall be swept or blown and as well as Street Curb areas.
 - I. Blowers: Any grass clippings, dirt, or loose debris shall be blown off Hardscapes and onto turn areas. It is against City ordinance to blow grass clippings onto street or toward drainage culverts.
 - J. Disposal: Contractor shall be responsible for the disposal of Litter and Debris from the areas maintained. Disposal shall be accomplished by delivery to the City of Boerne Landfill or by placement in dumpsters belonging to the Contractor. No Litter or Debris shall be disposed of in residential dumpsters or trash carts, or those belonging to Commercial Businesses.
- 6.02 Property Boundaries and Right-of-Way
- A. Maintenance limits shall extend six (6) inches beyond the curb or lip of gutter unless otherwise specified. Median and traffic island areas shall be maintained to the full width of turf. Non-curbed streets shall be maintained from the roadway edge to the drainage channel centerline.
- 6.03 Weather and Drought Conditions
- A. If adverse weather prevents mowing, the Contractor shall notify the City's Representative by 7:00 a.m. of the next workday.
 - B. During periods of drought and/or floods lasting longer than one (1) month where turf growth ceases, services may be suspended or modified by mutual agreement until growth resumes.
- 6.04 Mowing Schedules
- A. The Contractor shall submit proposed mowing schedules to the City's Representative for review at least ten (10) days before the start of each mowing cycle. All revisions to the schedule must be approved in writing. The schedule will be shared with City staff and the public to coordinate irrigation and event planning.
- 6.05 Performance and Inspections
- A. All work is subject to inspection by the City's Representative. Deficiencies must be corrected within twenty-four (24) hours of notification ("Call Back"). Two call-backs per property per cycle will be permitted before a zero payment is issued for that property.
 - B. The City may issue a Vendor Performance Form to document exceptional or unsatisfactory performance. Failure to correct deficiencies or respond to corrective action requests may result in termination of the contract. Included in Agreement.

ARTICLE 7 – TIME OF COMPLETION

- 7.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with the Agreement on or before the dates or within the number of calendar days indicated in the Agreement.
- 7.02 Work will be completed in the months specified in the maintenance schedule provided in Scope of Services attachment.

ARTICLE 8 – ATTACHMENTS TO THIS BID

- 8.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. Required Bidder Qualification Statement with supporting data.

ARTICLE 9 – BID SUBMITTAL

BIDDER:

Yellowstone Landscape - Central, Inc.

By:

[Signature]



[Printed name]

Chris Cathey

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Ryan Evans

Title:

Sr. Business Dev. Mgr.

Submittal Date:

02/10/2026

Address for giving notices:

10902 Gabriels PL

San Antonio, TX 78217

Telephone Number:

281-808-0357

Contact Name and e-mail address:

Chris Cathey - ccathey@yellowstonelandscape.com

Don Campbell - dcampbell@yellowstonelandscape.com

Bidder's License No.:

80-0144209

Attachment C

Insurance Requirements

1.1 Insurance

1. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

1. Worker's Compensation

State:	\$	<u>Statutory</u>
Employer's Liability:		
Bodily Injury, each Accident	\$	<u>Statutory</u>
Bodily Injury by Disease, each Employee	\$	<u>Statutory</u>
Bodily Injury/Disease Aggregate	\$	<u>Statutory</u>

2. Commercial General Liability:

General Aggregate	\$	<u>1,000,000</u>
Products – Completed Operations Aggregate	\$	<u>1,000,000</u>
Personal and Advertising Injury	\$	<u>1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$	<u>1,000,000</u>

3. Automobile Liability herein:

Bodily Injury:		
Each Person	\$	<u>250,000</u>
Each Accident	\$	<u>250,000</u>
Property Damage:		
Each Accident	\$	<u>500,000</u>
Combined Single Limit	\$	<u>1,000,000</u>

4. Excess or Umbrella Liability:

Per Occurrence	\$	<u>500,000</u>
General Aggregate	\$	<u>1,000,000</u>

5. Contractor's Pollution Liability:

Each Occurrence	\$	<u>N/A</u>
General Aggregate	\$	<u>N/A</u>

Attachment C

If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Contractor's Professional Liability:

Each Claim	\$	<u>N/A</u>
Annual Aggregate	\$	<u>N/A</u>

2. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed, renewal or refused until at least 10 days prior written notice has been given to the insured and additional insured.
3. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
4. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
 1. Products and completed operations coverage maintained for three years after final payment;
 2. Blanket contractual liability coverage to the extent permitted by law;
 3. Broad form property damage coverage; and
 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
5. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
6. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
7. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

Attachment C

8. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Section 9.

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Yellowstone Landscape - Central, Inc.
10892 Shadow Wood Dr.
Houston, TX 77043

SURETY (Name, and Address of Principal Place of Business):

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

OWNER (Name and Address):

City of Boerne
447 North Main Street
Boerne, TX 78006

BID

Bid Due Date: February 10, 2026

Description (*Project Name— Include Location*): City of Boerne FY2026 Turf and Right-of-Way Maintenance

BOND

Bond Number: Bid Bond

Date: February 10, 2026

Penal sum	<u>Five Percent of Amount Bid</u>	\$	<u>5%</u>
	(Words)		(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Yellowstone Landscape - Central, Inc. (Seal)

Atlantis Specialty Insurance Company (Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: 
Signature

By: 
Signature (Attach Power of Attorney)

Chris Cathey
Print Name

Ryan Norman
Print Name

Sr. Business Development Manager
Title

Attorney-in-Fact
Title

Attest: 
Signature

Attest: 
Signature

Ryan Evans, Witness
Title

Emma J. Bryant, Witness
Title



Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:
 - 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
 - 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
 - 1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



Power of Attorney

Principal: Yellowstone Landscape - Central, Inc.
Obligee: City of Boerne

Surety Bond No: Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Ryan Norman, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

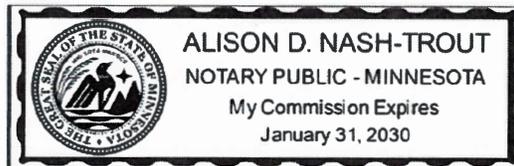


By

Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 10th day of February, 2026.



Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2030