

VENDOR CONTRACT

Between _____ and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)
For
TRADES, LABOR AND MATERIALS
#02042315

General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

Definitions

City Cost Index, Defined pricing indices published by R.S. Means (see R.S. Means) as local modifiers to the national cost data.

COEFFICIENT is the contractors' coefficient multiplier that is applied to the local city cost index and the total sum of line item estimates for each individual Job Order. It will include all overhead items such as office, safety equipment, vehicles and fuel, computers, communication devises, printers, programs, insurance maintenance, two percent TIPS management fee, final site cleanup and all contingencies.

Contract - Trades, Labor and Materials

JOB ORDER is a line item estimate taken from a job order proposal using the coefficient and R.S. Means which upon agreement to by the TIPS member becomes a lump sum fixed price contract and a notice to proceed for the stated scope attached to the purchase order.

JOB ORDER CONTRACTING (JOC) is a variable term indefinite delivery, indefinite quantity contract for construction services on an on call basis through negotiated line item delivery orders (job orders) to include under State of Texas minor construction, repair, renovation, alterations, maintenance projects and limited design for architectural and engineering services. It is based upon the contracts priced coefficient applied to the city cost index and the line items in the unit price book (RS Means). When the line items are agreed to it becomes a lump sum firm fixed price contract for that negotiated scope of services.

JOB ORDER PROPOSAL is the response from the contractor to the TIPS Member from the clients request for a specific project. It will contain the line item estimate for the project as defined in the UPB and include a written scope of work for services to be performed

NON PRE-PRICED ITEMS are those items that cannot be found or reasonably compared to listed line items in the UPB.

PURCHASE ORDER is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the contractor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

REGULAR HOURS are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

UNIT PRICE BOOK (UPB) will be the current addition of RS Means Facilities Construction Cost Data or if published RS Means Job Order Contracting Cost Data – the published quarterly updates will be allowed.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contracts

The Trades, Labor and Materials contract is for a period of one (1) year only. No option for renewal will be available.

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the Two Percent (2%) participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% to the invoice presented to customer.

Participation Fees

Vendor or vendor assigned dealer contracts to pay 2% of all sales to TIPS on a monthly scheduled report. TIPS will email a Monthly Submission Report to each vendor. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS

contract. Report may be sent to TIPS electronically while check for 2% is mailed. Failure to pay 2% participation fee will result in termination of contract.

Indemnity

- 1. Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, its TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, its TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, its TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, its TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

TIPS Member Purchasing Procedures

Proposal Process:

- Vendor gives TIPS member scope of work and price.
- Vendor gives TIPS scope of work, line item estimate and price.

Purchase Order Process:

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number 02042315". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating TIPS member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating TIPS member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their

work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively

between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the

proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as “the notice to proceed”. The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Estimating Requirements:

Awarded contractor must use Cost Works, JOC Works, RS Means Online, 4 Clicks, or Other approved estimating software. “Other software” than one of the four software programs listed above **must be approved by TIPS.**

Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
 - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
-

Check one of the following responses to the General Terms and Special Terms and Conditions:

() We take no exceptions/deviations to the general and special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

() We take the following exceptions/deviations to the general and special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

Exceptions

Exceptions:

1. In the event of a conflict between the Contract, including any documents attached thereto or incorporated therein by reference, and/or any Purchase Order and this Addendum, the terms and conditions in this Addendum will govern.
2. Neither Vendor nor Cooperative Member shall be liable to the other for any indirect, special, consequential, incidental or exemplary damages or losses of any kind, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including, but not limited to, losses of use, profits, business, reputation, or financing. This waiver shall survive completion or termination of all Purchase Orders and the Contract.
3. A schedule for completion of the services to be provided by Vendor shall be established by mutual agreement of the Vendor and the Cooperative Member. Vendor does not accept any responsibility for schedule shortcomings related to the actions or inaction of others not under direct supervision of the Vendor. In the event of delays in performing or completing the services, through no fault of Vendor, Vendor shall be granted an extension of the time for performance in the event of delays caused by force majeure events, and for all other delays, Vendor shall be given an equitable adjustment to the contract time and contract sum.
4. Vendor agrees to indemnify, defend and hold Cooperative Member harmless from and against all liability and claims for loss of or damage to tangible property or claims for injuries to or death of any persons, but only to the extent such loss, damage or claim is caused by the fault or negligent acts or omissions of Vendor arising out of or in connection with the services provided by Vendor, its subcontractors or someone for whom Vendor is legally responsible; provided, however, that Vendor's obligation shall not extend to any loss or damage caused by the Cooperative Member or anyone for whom the Cooperative Member is legally responsible. Notwithstanding any other provision contained in the Contract or common law, it is agreed that Vendor shall have no obligation or liability to indemnify, defend or save Cooperative Member harmless from any claims to which Vendor's indemnification obligation might otherwise arise or apply which are brought or asserted more than one year from the completion date of Vendor's work for the Cooperative Member.
5. Vendor warrants against loss or damage from any defect in materials or workmanship furnished under a Purchase Order for a period of one (1) year from the date of substantial completion of Vendor's work under such Purchase Order. The exclusive remedy for defective work shall be repair or replacement of such work for a period of one year. Vendor shall commence repair or replacements of defective work within 14 days from receipt of written notice from the Cooperative Member.
6. Additional business terms related to the services provided by Vendor and not otherwise provided for by the General Terms and Conditions shall be established by mutual agreement of the parties prior to commencement of Vendor's performance obligations pursuant to a Purchase Order.

Date	Subject	Message
02/02/15	PDF Files	All PDF files are Fillable PDF Forms. You have to download the file to your computer, fill out the form, save the form, and upload the form to the "response attachments" section. If a signature is required you have to fill out the form, print the form, sign the form, scan the form, and upload the form to the "response attachments" section.
02/02/15	Appropriate Category	TIPS reserves the right to move vendors from the Trades, Labor and Materials category to the General Services category, if appropriate.

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the `Response Attachments` D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the `Response Attachments` HUB CERTIFICATES section.	No
3	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
4	Company Residence (City)	Vendor's principal place of business is in the city of?	Lincoln
5	Company Residence (State)	Vendor's principal place of business is in the state of?	Nebraska
6	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 7 - 9)	(No Response Required)
7	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
8	Yes - No	Is not owned or operated by anyone who has been convicted of a felony?	Yes
9	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the `Response Attachments` FELONY CONVICTION section.	No
10	Pricing Information:	Pricing information section. (Questions 11 - 14)	(No Response Required)
11	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the `Response Attachments` PRICING EXHIBIT section.	Yes
12	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	No
13	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes

14	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
15	Start Time	Average start time after receipt of customer order is ____ working days?	14
16	Years Experience	Company years experience in this category?	9
17	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
18	States Served:	If answer is NO to question #17, please list which states can be served. (Example: AR, OK, TX)	
19	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Landscapes Unlimited (LU) is a full-service development, construction, operations and management firm that performs these functions with in-house resources. Our development and construction services include pre-construction and planning services, site development, mass excavation, grading and laser leveling, irrigation and drainage installation, water features, playgrounds, lighting, landscape construction, complete sports fields and athletic complex development (natural and synthetic), green space development, environmental remediation and mitigation, golf course construction and renovation and all amenity structures associated with these types of projects. LU's operations and management capabilities include strategic planning, start-up, pre-opening services, grow-in and maturation, grounds maintenance, procurement and turn-key facility/outdoor management for recreational, golf and other community venues and public access areas. The outdoor experience is a vital part of a community. The quality of these amenities, in appearance, service and function, is one of the most influential factors for families in choosing the community in which they live. We are uniquely qualified to provide a consistent experience and a cost effective solution, for all of your outdoor needs.
20	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the Response Attachments RESELLERS section.	No
21	Primary Contact Name	Primary Contact Name	Jeff Cordes
22	Primary Contact Title	Primary Contact Title	Project Manager
23	Primary Contact Email	Primary Contact Email	jcordes@landscapesunlimited.com

24	Primary Contact Phone	Primary Contact Phone - Format (xxx) xxx-xxxx	(402) 423-6653
25	Primary Contact Fax	Primary Contact Fax - Format (xxx) xxx-xxxx	(402) 423-4487
26	Primary Contact Mobile	Primary Contact Mobile- Format (xxx) xxx-xxxx	(402) 416-7117
27	Secondary Contact Name	Secondary Contact Name	Chad Cose
28	Secondary Contact Title	Secondary Contact Title	Estimating Manager
29	Secondary Contact Email	Secondary Contact Email	Chadc@landscapesunlimited.com
30	Secondary Contact Phone	Secondary Contact Phone - Format (xxx) xxx-xxxx	(402) 423-6653
31	Secondary Contact Fax	Secondary Contact Fax - Format (xxx) xxx-xxxx	(402) 423-4487
32	Secondary Contact Mobile	Secondary Contact Mobile - Format (xxx) xxx-xxxx	(402) 416-6899
33	2% Contact Name	2% Contact Name	Joey Williams
34	2% Contact Email	2% Contact Email	jwilliams@landscapesunlimited.com
35	2% Contact Phone	2% Contact Phone - Format (xxx) xxx-xxxx	(402) 423-6653
36	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 37 - 39)	(No Response Required)
37	Purchase Order Contact Name	Purchase Order Contact Name	Joey Williams
38	Purchase Order Contact Email	Purchase Order Contact Email	jwilliams@landscapesunlimited.com
39	Purchase Order Contact Phone	Purchase Order Contact Phone - Format (xxx) xxx-xxxx	(402) 423-6653
40	Company Website	Company Website	www.landscapesunlimited.com
41	Federal ID Number:	Federal ID Number also known as the Employer Identification Number.	47-0822871
42	Primary Address	Primary Address	1201 Aries Drive
43	Primary Address City	Primary Address City	Lincoln
44	Primary Address State	Primary Address State	NE
45	Primary Address Zip	Primary Address Zip	68512

46 Search Words:

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

*Athletic Fields *Parks *Natural Grass Fields *Contractor *Recreational *Recreational Development *Projects *Golf *Golf Course *Athletic Facilities *Playground *Synthetic running tracks *Irrigation *Irrigation Systems *Landscaping *Hiking Trails *Bike Trails *Trails *Hike and Bike Trails *Concrete Flatwork *Bunker Construction *Putting Greens *Tee boxes *Water Features *Retaining walls *Laser grading *Drainage *Site work *Mass excavation *site amenities * Construction Management *Renovation *Program Management *Green Space *Concrete *Walking Trails *Landscapes *Landscapes Unlimited *Landscapes Unlimited, LLC *Landscapes Unlimited LLC *Design/Build *Sod installation *Planting seed *contract manager *construction management *Dynamic drainage base *Artificial turf fields *Synthetic turf fields *Landscapes Unlimited Management *Equipment *Supplies *Service *Outdoor *Operations *Maintenance *Grounds *Grounds Maintenance *Landscape *Landscape Maintenance *Landscape Operations *Event *Repair *Golf Course Operations *Golf Course Maintenance *Athletics *Recreation *Pre-Opening *Retail *Food and Beverage *Sales and Marketing *Membership Planning *Agronomy *Turfgrass Management *Fleet Management *Human Resources *Accounting *Finance *Training *Safety *Amenity *Cart Fleet *Capital Expenditure *Budget Planning *Leasing

47 Bonding Capability:

Company should provide their total bonding capability and must upload proof of bonding to the "Response Attachments" BONDING section.

50000000

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: Landscapes Unlimited, LLC
Mailing Address: 1201 Aries Drive
City: Lincoln
State: NE
Zip: 68512
Telephone Number: (402) 423-6653
Fax Number: (402) 423-4487
Email Address: jcordes@landscapesunlimited.com
Authorized Signature: Roy Wilson
Printed Name: Roy Wilson
Position: Assistant Manager

This contract is for a total TERM of one year. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

Blende Mc Natt
TIPS Authorized Signature Date 4-23-15

David Wayne Fitts
Approved by Region VIII ESC Date 4-23-15

WARRANTY INFORMATION

All material shall be new materials with all applicable manufactures warranties in effect. The workmanship shall be guaranteed for a period of one (1) year, beginning at the date of final acceptance by the Owner's representative.

Bob Cirone



Jim King

Member  National Association of Surety Bond Producers

February 25, 2015

The Interlocal Purchasing System (TIPS)
4845 US Hwy 271 North
Pittsburg TX 75686

RE: Landscapes Unlimited LLC

To Whom It May Concern:

Landscapes Unlimited, LLC and its affiliates have been a valued client of ours since 2001. We have authorized single projects in excess of \$25 million. We may authorize multiple projects in the aggregate range of \$50 million.

Please understand these are not limits, merely a service tool that we use in handling their day-to-day bond requirements. If a project of larger scope would be requested, Merchants Bonding Company would give the greatest consideration to the request. We consider Landscapes to be of the highest caliber and highly recommend them.

Any such bond request is subject to favorable review of the contract documents and normal underwriting requirements at the time of the request.

Merchants Bonding Company (Mutual) of Des Moines, IA is on the current U S Treasury Listing of Certified Companies and has an A M Best Rating of "A".

This letter is not to be construed as a bid bond or other forms of guarantee, merely an indication of our level of support from our agency and our surety, Merchants Bonding Company. Please don't hesitate to contact us should you have any questions.

Best Regards,
GENE LILLY SURETY BONDS, INC.



James M. King

JMK/sw

VENDOR CERTIFICATES

Vendor Certificates will be provided with the appropriate materials.

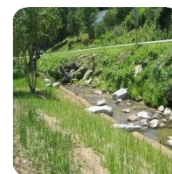
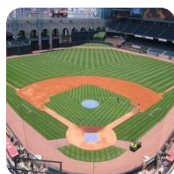
SUPPLEMENTARY CATALOGS AND INFORMATION

Contact Jeff Cordes at Landscapes Unlimited, LLC for further details at (402) 423-6653 or via email at jcordes@landscapesunlimited.com.

Statement of Qualifications

a long history | of success

Landscapes Unlimited has been in business since 1976 and has completed over 1,000 construction and renovation projects across the United States and worldwide. We tailor our services to meet the unique needs of each client, pride ourselves in exceptional quality and believe in building long term relationships with our clients and design professionals.



what | we do

Golf | Construction, Renovation & Restoration

Sports & Recreation | Athletic Fields and Facilities, Parks, Trails & Amenities

Irrigation & Infrastructure | Drainage, Irrigation, Underground & Reclamation

Golf Management | Full Management & LU Select

Landscapes Unlimited

Since 1976 Landscapes Unlimited has transformed the visions and plans of architects, designers, and developers into reality. Our staff of experienced professionals headed by Bill Kubly has completed more than 1,400 construction and renovation projects across the United States, Europe, Asia and the Caribbean.

Landscapes Unlimited provides **unlimited capabilities** through our four business units: Construction, Irrigation, Project Development, and Recreational Development. Additionally we have Landscapes Management Company which oversees our portfolio of owned and managed facilities. These business units work individually or in unison to offer complete project delivery. This structure allows us the capability to tailor our services to the specific vision and needs of the client, while providing a tremendous amount of value-added experience and service to each and every project.

What We Do

GOLF CONSTRUCTION

Whatever the project size, we provide demonstrated experience, professionalism and an intense focus on the objectives of the project team at every stage. As one of the country's few fully integrated golf construction and development companies, we are positioned to assume sole responsibility for every aspect of our project.

GOLF IRRIGATION

Landscapes Unlimited is one of the few golf course general contractors in the industry that has its own Irrigation Division who's very skilled and very experienced team-members focus solely on irrigation installations. This expertise allows us to offer valuable insight into the design, installation, and maintenance of all types of irrigation systems.

SPORTS & RECREATION

We develop and construct athletic fields and recreation areas for all sports at every level of competition. Each project is given special consideration with an emphasis on sustainability during the planning and construction phases. LU delivers venues that are aesthetically pleasing, functional and safe.

GOLF MANAGEMENT

Landscapes Unlimited has been providing golf course owners, private club boards, and financial institutions with solutions for golf course operations. Our ability to understand the customer's specific needs and challenges allows us to utilize our professional team and resources to deliver targeted solutions.

CONSTRUCTION SUMMARY

- Over 1400 projects
- \$2 Billion in Revenues
- Industry LEADER
- Specialized Staff
- Worldwide Project Development
- Full Equipment Fleet
- National Buying Power
- Leader in HDPE Installations
- Safety First - 0.81EMR

GOLF MANAGEMENT SUMMARY

- Management of over 30 Domestic & International clubs - 12 Owned Clubs
- Preferred Vendor Pricing (F & B\Equip\Merchandise)
- Leading with 140 years of combined golf management experience
- Accounting/Agronomics/Membership Growth Plans

Our bonding capacity is in excess of \$50 million USD and has one of the lowest bonding rates in the industry. In our history, Landscapes Unlimited has never defaulted on a construction contract. Further, our Safety Program is one of the most comprehensive in the industry. The result of our company's sustained efforts to train our employees has resulted in an EMR, the construction industry's measurement of safety performance, of 0.81, one of the lowest in the industry.

With regional offices in strategic locations across the country, Landscapes Unlimited is able to readily handle any new construction or renovation project as well as irrigation installations on new and existing facilities. We have a working familiarity with all the contracting specialties required to complete the most difficult and complex projects – **safely, on time, and within budget**. Attention to detail, open communication, and a principled focus on quality is the foundation of our solid reputation and lasting client relationships.

Customized Solutions

Landscapes Unlimited provides a range of customized solutions to meet the needs of our clients

LU's business units are the most comprehensive in the industry. The employees working in these business units are considered the very best in their field of expertise. The business units include:

Golf Course and Sports Fields

- New Construction
- Renovations
- Restorations

Recreational Development

- Sport Fields
 - Natural or Synthetic Turf
- Community parks and picnic grounds
- Splash parks
- Specialty Features
 - Rock and waterscapes
- Pedestrian, biking and equestrian trails
- Parade grounds (natural and synthetic)
- Large scale landscaping
- Turn-key services for ramadas, shade structures and comfort stations

Mitigation & Reclamation

- Wetlands creation and monitoring
- Stream bank stabilization
- Reforestation
- Vegetative restoration
- Water control structures
- Erosion control
- Natural disaster clean-up

Irrigation & Infrastructure

- Irrigation Systems
 - Golf, athletics, parks and open spaces
- Spray fields
- Transfer lines
- Dry and wet utilities
- Boring
- Cabling and communication
- Conduit and sleeving

Golf Management

- Predevelopment and technical services
- Full operations management
- Golf course maintenance

**We offer for all our clients a variety of
Development services no matter what the
project scope:**

Development Services

- Turn-key
- Design/Build
- Program management
- Construction Management
- Pre-Development Services
- Pre-opening
- Clubhouse, lodge and amenities
- Project infrastructure
- Grow in and maturation

Golf Course New Construction and Irrigation

Golf Course Renovation/Remodeling

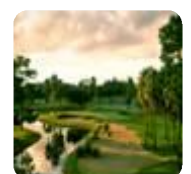
As Owners of golf courses we understand the challenges of executing a renovation project and the impact it can have on members and/or patrons and operations. We have refined our project delivery approach for renovation projects so that critical milestones are met with the aide of careful planning. We incorporate value engineering and an analysis of constructability so that the capital investment made is optimized. The experience level of our crews is the highest attainable and ensures that the level of quality of the renovation is world class. Finally, we never lose focus that the capital investment in the renovation project is a balance with the loss of some, or all, operational revenues during the renovation period. Our job is to get the club operational as soon as possible. LU's renovation experience covers the entire spectrum of projects, from the smallest bunker or tee renovation, to complete remodeling of a golf course facility. We are proud to have taken on some of the most challenging renovation projects in the industry.



Renovation Services

LU is one of the only full service golf course development and construction companies in the world. We have the capability of providing general contracting services with most of the activities being delivered with our own employees. We also have the capability to provide program management and design/build services which provide the Owner with a single point of responsibility for all design and construction elements of the project. In addition, we can manage the grow-in process of the golf course to have it ready for play to meet the clubs operational objectives.

- Golf Course Renovation/Remodeling
- Irrigation
- Grow-in and Maturation
- General Contracting
- Program Management
- Design/Build





Irrigation – LU began its history over 38 years ago as an irrigation contractor replacing and servicing systems on existing golf courses. That business soon grew into complete golf course renovations and the construction of new golf courses. The core fundamentals learned in those early years have allowed us to grow our business into what it is today.

The expertise developed over decades of successful irrigation installations allows Landscapes Unlimited to offer valuable insight into the design, installation, management and maintenance of all types of irrigation systems especially as it relates to renovation projects. Because we also own and manage golf courses, we understand the importance of being as invisible as possible during our work so as not to impact the normal operations and play on the golf course. At the end of the project we, like the client, don't want any evidence of us ever being on the course except to notice the beautiful quality turf as a result of a newly installed and very efficient irrigation system.

The Landscapes Unlimited irrigation teams and support staff are very knowledgeable with all the latest state-of-the-art products and technology meant to preserve our very precious water resources:

- Precision sprinklers and nozzles
- Satellite, decoder and wireless control systems
- Soil sensor monitoring and weather stations
- Variable frequency drive pump stations
- Long-lasting and durable HDPE piping systems



Irrigation Services- LU is one of the few golf course general contractors in the industry that has its own Irrigation Division who's very skilled and very experienced team-members focus solely on irrigation installations on existing courses and new construction courses. LU's irrigation capabilities are highly sought after by Irrigation Consultants and clients across the United States as well as outside the country. To maintain the high performance demanded in quality irrigation installations, LU invests heavily in continued education and training of its irrigation personnel in always striving to perfect their irrigation installation techniques. Like the construction team, the goal is the same for the irrigation team....to be the best in the business.





Why Landscapes?

Ability to Deliver on a Firm Schedule A major advantage we have over most of our competitors is our in-house construction capabilities. By self-performing a majority, if not all, of the construction tasks required, the project schedule is more efficient, and the results can be an accelerated time to market. Our extensive in-house resources allow us precise and predictable logistical command over all of the project elements. Collectively, our in-house resources include but are not limited to:

Golf Course Construction/Renovation

- Earthwork
- Shaping
- Cart Paths
- Features
- Irrigation
- Grassing
- Grow-In

Project Controls

- Key to our ability to deliver projects on-time and on budget is our cost and schedule management systems. On each and every job, formal project controls including cost tracking and forecasting, and schedule management are integral to our project execution plans.
- We have found that when we are involved early in the entire planning of project we can help successfully influence budget, costs and the project schedule.

Equipment

- Owned Equipment Fleet
- Preferred Rental Rates

Personnel Solid reputation of doing whatever it takes to get the job on time and within budget with the utmost professionalism and highest quality.

- Over 1000 fulltime and seasonal experienced and qualified staff
- Home office professional and administrative staff:
- Estimating and CAD
- Contract Management
- Human Resource
- Safety
- Equipment Specialists





Value Engineering Often times, based on our extensive experience, we can identify cost savings options for our clients on many construction items. Typically, these savings are created after quality objectives are determined and alternate construction means and methods are identified to meet the same project goals, without sacrificing quality. From an owner's perspective on projects that are over budget, value-engineering can assist in bringing a project back within budget. On other projects where overall budget is not an issue, value-engineering allows an owner to shift money within the budget to improve the quality of the golf course or golf experience.

Expanded Capabilities Many people within the golf development industry are surprised by the fact that our capabilities and experience expands far beyond the role of a traditional golf course general contractor. Over 15 years ago, we began providing all-inclusive development services, delivering "turn-key" golf course projects for our Owner-clients as well as expanding our Company-owned golf course portfolio. We have successfully completed over \$500 million in turn-key golf development projects. In addition to the golf courses, these services have included the managing of all design activities and constructing all aspects of the project including:

- Golf Course
- Clubhouses
- Support structures
- Lodging facilities
- Site improvements
- Infrastructure
- Maintenance Facilities
- Cart Barns
- Grow-in
- Broad range of other ancillary project elements and amenities



Through a comprehensive and collaborative approach, we are able to provide the following:

- Pre-Development Management
- Design Management
- Golf Course Construction
- Vertical Construction
- Recreational Development
- Site Development
- Pre-Opening and Management Services
- Design/Build , Construction Management, and/or Program Management Delivery Options

Pedigree of Experience We are privileged to have been associated with some of the most notable golf facilities in the world, including many prominent "National" golf clubs here in the USA. We have participated both as a Builder and Owner/Developer and we are confident that this experience will benefit the development. Past and current National clients recognize the benefits of our sole-source "turnkey" services.





Recreational Development

LU is a leader in the development and construction of athletic fields and recreation venues for all sports, at every level. We understand that every playing field and recreation space is unique; as a result, each project receives the detailed attention of our experienced professionals from the initial planning phase through delivery. Throughout the process, LU is committed to building lasting relationships with clients through the creation of venues that are aesthetically pleasing, functional and safe. In addition, we can structure these projects with any delivery approach conducive to a private, public or municipal client.



LU's services include, but are not limited to;

- Sports (Natural and Synthetic surfaces)
- Community Parks
- Landscape Construction
- Rock and Water Features
- Hardscapes
- Pedestrian/Biking/Equestrian Trails
- Track and Field Event Construction
- Environmental Mitigation & Reclamation
- Restroom, Concession, & Site Buildings
- Ramadas, Shade Structures, Comfort Stations
- Community Theatre
- Recreational Site Amenities
- Athletic Fields
- Alternative Sports Amenities
- Landscape & Irrigation
- Signage & Documentation





Golf Management

Operations Management & Consulting

For over 25 years, Landscapes Unlimited has been providing golf course owners, private club boards, and financial institutions with solutions for golf course operations. Our ability to understand the customer's specific needs and challenges allows us to utilize our professional team and resources to deliver targeted solutions. Landscapes Unlimited can provide valuable assistance to an owner in the start-up, development, ongoing operations or during a transition through a number of optional approaches including the following:

Total engagement of the Landscapes Unlimited management platform which includes the following:

- Accounting & Finance
- National Purchasing Programs
- Golf Operations
- Food & Beverage
- Human Resources
- Golf Course Maintenance & Agronomy
- Sales & Marketing
- Membership Development

Through our current portfolio of over 20 courses, we are privileged to enjoy the following components of our business:

- Handle over \$25 million in sales annually and welcome over 500,000 rounds of golf
- Run a profitable food and beverage operation at every facility
- Cater to over 1,500 members at our private facilities nationwide

Landscapes Unlimited has the experience and staff to operate and maintain any type of development project; including golf, sports, recreation, HOA responsibilities and overall amenity management.



Landscapes owned and/or managed facilities:

- ArborLinks Golf Course, NE
- Ballyhack Golf Club, VA
- Broadlands Golf Club, CO
- Center City Golf Course, CA
- Coldwater Golf Club, AZ
- Drumm Farm, MO
- Cross Creek Golf Club, MD
- Fleming Island Golf Club, FL
- Glen Lakes Golf Course, AZ
- Highland Park Golf Course, AL
- Kearney Country Club, NE
- Oceanside Golf Course, CA
- Pacific Springs Golf Course, NE
- Platteview Country Club
- The Players Club, NE
- Renditions, MD
- Sagamore Club, IN
- Sutton Bay, SD
- Shoreline Golf Course, IA
(Partial Listing)

We Work Safe

LU's Safety Program is one of the most comprehensive in the industry. The result of our company's sustained efforts to train our employees has resulted in an EMR, the construction industry's measurement of safety performance, of 0.81, one of the lowest in the industry.

Here is why:

The five categories of the safety program are Communication, Education, Reward and Recognition, Safety Inspections, and New Safety Initiatives. The five categories are derived from the company's Safety Program which was developed and based on Occupational Safety and Health Act (OSHA) guidelines.

Communication is a critical tool utilized by the company to create a continuous awareness about safety among all employees. The company's internal newsletter is utilized monthly to deliver information to all employees with regard to safety and personal wellbeing. Field managers receive regular safety program updates as well as training materials and safety information via e-mail, intra-net, and web based meetings. Compliance reports are provided to senior field managers regularly (weekly, quarterly, and year end) to ensure they are aware of the status of their projects safety activities.

Education of employees is vital to ensure the highest safety standards are maintained throughout the company. All field managers participate annually in extensive safety training.



Tool Box Safety Talks are the cornerstone of the company's field safety training. Weekly, Project Superintendents are required to conduct a training session with all employees on subjects that are relevant to their job site activities.

Reward and Recognition is another critical component of the company's Safety Program. While appropriate reward and recognition is encouraged whenever merited, as an organization formal recognition is provided to employees in June during National Safety Month.

Safety Inspections are conducted by corporate safety staff on a routine basis to ensure that employees are receiving required safety training, that the information is understood, and that it can be applied. Inspections are also conducted to ensure that job hazard analysis is performed as needed, safety supplies are available, safety policies are followed, and required OSHA postings are in place.





Notable | Projects

LU constructed or renovated courses that have or will host PGA Tour Events and other special recognition:

- **Bay Hill Club & Lodge** – Home of Arnold Palmer Invitational
- **Colonial Golf Club** – Site of the US Open, Women’s US Open, Tournament Players Championship, FedEx St. Jude Classic
- **Dallas National Golf Club** – Ranked best course in the State of Texas – Golf Digest
- **East Lake Golf Club** – Home of the Tour Championship
- **Erin Hills Golf Club** – Home of the 2018 US Open
- **Firestone Country Club** – Home of World Golf Championship
- **Kinloch Golf Club** – Host of 2013 Middle Atlantic Amateur Championship, 2011 USGA Senior Amateur Championship
- **Oak Hills Country Club** - 2008 Senior PGA Championship, The Ryder Cup, The PGA Championship, The United States Open Championship, The United States Amateur Championship, The United States Senior Open Championship
- **PGA National** - 1983 Ryder Cup, 1987 PGA Championship, Honda Classic
- **Pinehurst** - Site of 2008 U.S. Amateur, Site of US Open
- **Sandy Lane** - 2006 World Cup of Golf
- **Southern Hills Golf Club** - US Open, PGA Championships
- **Spyglass Hills** - AT&T Pebble Beach National Pro-Am
- **The Classic Club at Northstar** – Home course for Bob Hope Chrysler Classic (2006 2007)
- **The Bridges of Santa Fe** - Battle of the Bridges (2002, 2003 and 2005)
- **Torrey Pines Golf Club** - Buick Invitational, Site of US Open
- **TPC Scottsdale** – Home of Waste Management Phoenix Open (formerly The Phoenix Open)

Award Winning | Projects

Company Awards – The Golf Industry Magazine annually presents awards for excellence to companies within the golf course construction industry. LU has been awarded the “Golf Course Builder of the Year” award a record of four times. The Golf Industry Magazine recently changed the award structures, and in 2006 LU was awarded Creative Award for best new construction, in 2007 was awarded the Heritage Award for the best reconstruction project and once again in 2011 was awarded the Creative Award for best new construction. In 2013 Landscapes Unlimited and Forward Golf were the Golf Inc.’s 2013 winner for Development of the Year for Citic Shanqin Bay Golf Club, Hainan, China. The accolades for this new course were immediate. Golf Magazine ranked it among the world’s best 100 courses Unique to the recent award was that it was delivered on a turn-key basis, with LU being responsible for overseeing the design and constructing all elements of the project.

Project Awards– LU has been fortunate to work on some of the finest golf courses in the world. The courses that LU has constructed have won numerous awards. These include multiple postings in:

- Top 100 – United States
- America’s 100 Greatest Public Golf Courses
- **Golf Week’s** annual rankings
- **Golf Digest’s** annual rankings
- **Travel & Leisure’s** annual rankings
- Best New & Best in State
- Multiple other industry magazines and ratings

Literally, scores of LU’s projects have been recognized as **Best** in their class. Additionally, approximately 25% of courses developed as part of LU’s portfolio of LU owned courses have received recognition by Golf Digest as “Best in State”.



LANDSCAPES
UNLIMITED

PROVIDING CUSTOMIZED SOLUTIONS FOR THE GOLF & RECREATION INDUSTRY
Golf Construction | Golf Renovation | Sports & Recreation | Golf Management | Irrigation & Infrastructure

What Our Customers Say...



November 24, 2014

Mr. Kurt Huseman, President
Landscapes Unlimited
1201 Aries Road
Lincoln, NE 68512

Dear Mr. Huseman,

We are pleased to offer this very positive letter of reference for the team from Landscapes Unlimited. Under the leadership of Dave Linngren, the project manager, your team not only accomplished all that was contracted for during our 2014 renovation project at Contra Costa Country Club, but was truly a strong partner to us throughout the process.

Landscapes Unlimited was both the low bidder and the organization we felt most comfortable with for our golf course renovation project. They added value to our thinking during the bidding process, helped us sell our members and the permitting authorities on the wisdom of doing the project, mobilized high quality staff when we needed them, and remained flexible as to scope and phasing through the ups and downs inevitable in any large project such as ours. Their weekly reporting allowed us to stay on top of key design and budget items and shift resources to keep the project moving on schedule. Our Landscapes Unlimited team worked well with our design team from Robert Trent Jones II. They delivered the project on budget and the quality of their work was first class. Our commercial interactions with them were straightforward and always based in a strong sense of mutual trust and commitment to a common goal.

In summary, we were quite pleased we decided to work with Landscapes Unlimited on our golf course renovation project. We know we will enjoy the benefits of the Landscape Unlimited team's work for years to come. If we can add any additional information, please contact us directly.

Regards,

Mike Hastings, President
2014 Board of Directors

Len Dumas, General Manager
Contra Costa Country Club

Paul Jansen, Chairman
Ad Hoc Renovation Committee

John Walz, Chairman
Green Committee and Renovation Project

801 Golf Club Road • Pleasant Hill, California 94523 • Telephone (925) 798-7135 • Fax (925) 687-8661

1201 ARIES DRIVE | LINCOLN, NE 68512 | 402.425.0000
www.landscapesunlimited.com or find us on Facebook www.facebook.com/FollowLandscapes



LANDSCAPES
UNLIMITED

PROVIDING CUSTOMIZED SOLUTIONS FOR THE GOLF & RECREATION INDUSTRY
Golf Construction | Golf Renovation | Sports & Recreation | Golf Management | Irrigation & Infrastructure

What Our Customers Say...



Birnam Wood Golf Club

2031 Packing House Road, Santa Barbara, California 93108 • (805) 969-2223 • Fax (805) 969-5037

April 3, 2014

Landscapes Unlimited, LLC
78830 Sonesta Way
La Quinta, CA 92253

Attention: Dave Linngren, Project Manager

Dear Dave:

I am writing to thank you and your entire staff for the absolutely outstanding job Landscapes Unlimited did on the major redesign of the Driving Range and Practice Facilities at Birnam Wood Golf.

Our Golf and Green Committees and our entire golfing membership are delighted with the results. The Grand Opening of the redesigned practice facility is scheduled for May 6th, when Nancy Lopez (LPGA Hall of Fame) and our consulting architect Robert Trent Jones, Jr. will be our honored guests.

Working with you and Landscapes Unlimited was a very enjoyable and rewarding experience for our Club. Everything from the bidding process, to working with you on budgets and cost estimates, to coordinating with the architect, to handling minor change orders, to the successful completion of the project, on time and on budget, was handled professionally and with a highly responsive and personal touch, that is obviously part of the "client oriented culture" of Landscapes Unlimited.

We look forward to working with you on future projects and would be pleased to recommend Landscapes Unlimited to any of your potential clients.

Sincerely yours,

Robert W. Kummer, Jr.
Past President and Chairman, Facilities Committee

cc: Michael Gardner, General Manager



What Our Customers Say...



OLYMPIC HILLS GOLF CLUB

To whom it may Concern

I am writing this letter to recommend Landscapes Unlimited as the general contractor for renovation of the Dunes golf course.

I have been a member at MPCC since December of 2013 and although I have not had the opportunity to enjoy MPCC this year due to family health issues I certainly hope to get the chance down the road. I am the owner of a private golf course in Eden Prairie Minnesota, Olympic Hills Golf Club. The course was originally constructed in 1970 and was in dire need of an update. We engaged Ron Prichard to develop a master renovation plan for our golf course and awarded both the landscaping and irrigation installation bids to Landscapes Unlimited based on their history of work and our desire to have one contractor control the entire project.

The scope of our renovation included the construction of 20 new USGA greens, all new teeing surfaces, re-grassing fairways and rough, installation of a herringbone irrigation system using HDPE, installing a comprehensive of drainage system, creating more than 30 acres of low maintenance grassy areas and reshaping ponds. I believe the renovation recently completed at Olympic Hills is similar in scope to what MPCC is proposing for the Dunes course. A portion of the course is located adjacent to and within a marshy area which only increased the degree of difficulty required to make the appropriate enhancements to 5 of the 18 holes.

Having said this I can tell you with certainty that very few construction companies could have given us the product Landscapes Unlimited gave to Olympic Hills. Bill Kubly and the job superintendent, Al Van Meeteren were unbelievable to work with. They started the project on a handshake and did everything asked of us and more. Given the project's nature there were a number of 'in the field' adjustments and I am confident that without Landscapes Unlimited crew we would never ended up with the final product. The efforts of the entire team were recognized, albeit in a small way, by Mr. Ron Whitten in the Golf Digest Magazine November electronic edition. After walking the entire course in late September, only 2 weeks after the last hole was seeded, he gave the readers a 'sneak peak' of the work done at Olympic Hills.

I couldn't be more grateful to Landscapes Unlimited for the high quality product they built for us at Olympic Hills and would encourage MPCC to strongly consider them for the Dunes course renovation. Please don't hesitate to call me if you have any questions at 612-961-4250.

Respectively Submitted,

R. Dan Luther
Owner



What Our Customers Say...



COUNTRY CLUB OF LINCOLN

Michael,

I hope this finds you well! I don't believe we have had the pleasure of meeting but I understand that you are considering using Landscapes Unlimited (LU) for a golf course renovation/improvement project. LU replaced our irrigation system a few years ago. They remodeled our Golf Practice Range about 4 years ago. Last week they just finished replacing our water main for the clubhouse, fire hydrants, and fire suppression system. They replaced our greens a number of years ago as well as other projects along the way. I can tell you that you cannot go wrong with LU. The people, the professionalism, and the quality of work are all the best. The owners, Bill and Myrna Kubly, are Members of our club. The President of their "Golf Group", Mike Jenkins, served on our Board, is a Past President, and still serves as an Advisor on our Board because of the extreme value their experience brings. We have a number of their Management Team that are also Members of our Club. One might think that could cause issues for the Management Team of a club. On the contrary, they are certainly some of our most supportive Members of our club. Some of the things you can expect from LU:

- Finesse in the finish work
 - o Our Golf Course Superintendent was very pleased with the finish work..and even more importantly, so were our Members. Landscapes even suggested we have an Open House for our Members (actually during construction) to learn about what was happening in the construction process. We had about 100 Members attend and they LOVED it. It was some of the best PR the Club has done.
- Attention to detail & un-invasiveness
 - o Our Membership constantly commented on how great the LU workers were. After they completed an area, it was nearly impossible to tell where the work had been performed. Prior to the project there was a concern about the interruption of play. In reality, the Members enjoyed keeping up on progress daily and we never had a complaint about any interruption. We were amazed at the positive comments from Members during construction.
- Commitment to be fair
 - o As you know there are always surprises in projects, LU handles them in a way fair to the club.
- On time and on budget
 - o Actually we finished the irrigation system UNDER BUDGET! How rare is that?
- Quality of personnel
 - o HARD workers! And courteous to our Members!
- Support of CMAA
 - o LU is a Bronze Alliance partner with CMAA which is an amazing commitment our industry!

Michael, obviously I recommend LU for your project. Please contact me should you have any questions.

Thomas R. McKitterick, CCM, CCE
Chief Executive Officer

3200 S. 24th Street Lincoln, Nebraska 68502 P: (402) 423-8502 F: (402) 423-8578



What Our Customers Say...



June 3, 2010

Dear Kubly Golf/Landscapes Unlimited, LLC,

With the 2010 golf season now in full swing, the Membership is more than pleased with the results of our recent renovation. The greens renovation has exceeded the expectations of our membership as the putting surfaces remain smooth and firm on a consistent basis. With the installation of new sand and additional drainage, the bunker renovation has improved the playability of our sand bunkers and has saved considerable labor hours from our operating budget. And finally, the driving range and practice area project has enhanced the playability and overall maintenance of our practice facility.

The purpose of this letter is to recognize and sincerely thank all members of Kubly Golf who were able to ensure the successful completion of our project. Bob Armstrong was instrumental not only during the planning phase of our project, but also during timely requests for additional work. Working together with Bob Armstrong, Dave Linngren our Project Manager, should be given credit for calculating additional bids and responding quickly to meet our needs. Dave was not only a consummate professional but was extremely accommodating to our changes as we needed and worked on not only the completion of the Course Renovation Project but also put forth great efforts in order for us to also complete Lake Merced's San Francisco Water Line Project. While Bob and Dave deserve their fair share of credit for the successful completion of our projects, it is important for Lake Merced Golf Club to address the perseverance, dedication and ambition of Martin Corona and his staff.

Once again, Lake Merced Golf Club would like to extend our gratefulness to Kubly Golf. It was a pleasure to work with such a considerate, dedicated and professional group of people.

With gratitude,

Andy Gottlieb, Greens Chairman
Donna Lowe, General Manager
Lou Tonelli, Superintendant

2300 Junipero Serra Boulevard • Daly City, California 94015 • (650) 755-2233 • FAX (650) 755-4569