

MEMORANDUM

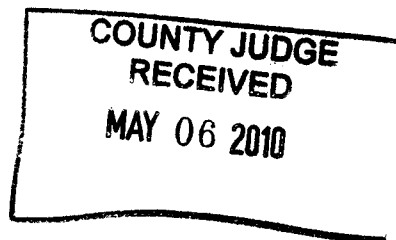
TO: Judge Robert Hebert
County Judge

FROM: Debbie Kaminski
Assistant Purchasing Agent

SUBJECT: Please sign the attached contract(s) approved in Commissioners Court
on May 4, 2010. Thank you.

DATE: May 4, 2010

RETURN TO: Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg



5-4-10
AGENDA ITEM

24 B

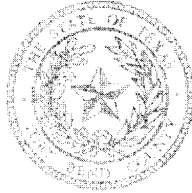
Bid 10-082

24 A Bid 10-083

Drainage # 4 Bid 10-084

5-12-10 orig. ret. to Cheryl at Purchasing

Fort Bend County Specification Download Acknowledgment



**Invitation for Bid
Term Contract for County Right-of-Way Finish Cut Mowing
BID 10-083**

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645

Vendor Responsibilities:

- Vendors are responsible to download and complete any addendums.
(Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Bid Opening)
- Vendors will submit responses in accordance with requirements stated on cover of document.
- Vendors may not submit responses via email or fax.

BIO Landscape & Maintenance, Inc.
Legal Name of Contracting Company

Bryan Hose
Contact Person

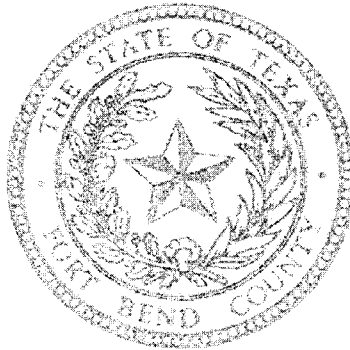
5205 Dow Rd Houston, TX. 77040
Complete Mailing Address

713-462-8552 713-690-6461
Telephone Number Facsimile Number

bryan@biolandscap.com
Email Address

Bryan Hose 4/21/10
Signature Date

***Fort Bend County, Texas
Invitation for Bid***



***Term Contract for County Right-of-Way Finish Cut Mowing
for Fort Bend County
BID10-083***

SUBMIT BIDS TO:

**Fort Bend County
Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg, TX 77471**

****NOTE:**

**All correspondence must include the term
"Purchasing Department" in address to assist in
proper delivery**

SUBMIT NO LATER THAN:

**Thursday, April 22, 2010
1:30 PM (Central)**

MARK ENVELOPE:

**BID 10-083
Mowing**

***ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE
BEFORE RECEIVING DATE AND TIME SPECIFIED.
BIDS RECEIVED WILL THEN BE OPENED AND PUBLICLY READ.
BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED
UNOPENED.***

**Results will not be given by phone.
Results will be provided to bidders in writing
after Commissioners Court award.**

**Fort Bend County is always conscious
and extremely appreciative of your effort
in the preparation of this bid. Requests for
information must be in writing and directed
to:
Debbie Kaminski, CPPB
Assistant County Purchasing Agent
[kaminsk@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us) or
Fax:281-341-8645**

**Prepared: 04/05/10
Issued: 04/07/10**

Vendor Information

BIO Landscape and Maintenance, Inc.
Legal Name of Contracting Company

(Tax ID#)
Federal ID Number (Company or Corporation) or Social Security Number (Individual)

713-462-8552 713-690-6461
Telephone Number Facsimile Number

5205 Dow Road
Complete Mailing Address (for Correspondence)

Houston, TX. 77040
City, State and Zip Code

" Same as above "
Complete Remittance Address (if different from above)

" Same as above "
City, State and Zip Code

Bryan Hose / Maintenance Account Manager
Authorized Representative and Title (printed)

bryan@biolandscap.com
Authorized Representative's Email Address

Bryan Hose
Signature of Authorized Representative

Initials of Bidder: B.H.

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.
- 1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 4520 Reading Road, Suite A, Rosenberg, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, Texas 77471.
- 1.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

Initials of Bidder: BH.

- 1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.
- 1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

Initials of Bidder: B.H.

- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

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- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

Initials of Bidder: B.H.

- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

Initials of Bidder: B.H.

- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.
- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities, within Fort Bend County, may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

Initials of Bidder: BH

- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.

2.0 TERMS AND CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

Initials of Bidder: BH.

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

Initials of Bidder:

BH

- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

Initials of Bidder:

BH.

- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.
- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

Initials of Bidder:

BH

- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effect on the date of the purchase order.
- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) vendor to provide finish cut mowing services for Fort Bend County Right-Of-Ways, as specified herein.

Initials of Bidder: BH

4.0 PERIOD OF CONTRACT:

This contract is for the period ending **30 September 2010**, renewable annually for four (4) years (through 30 September 2014) under the same terms and conditions if mutually agreeable by both parties. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of intent to terminate.

5.0 BID FORM COMPLETION:

Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet. The bid must be in a sealed envelope and marked with the appropriate bid number. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change.

6.0 INSURANCE:

6.1 All respondents must submit, with BID, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with bid, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the Respondent named therein, if successful, upon award of this Contract. Failure to provide insurance certificate or notarized statement may result in disqualification of bid.

6.2 Commercial General Liability Insurance. Commercial general liability insurance or a comparable policy form, naming Respondent as the named insured and Fort Bend County as additional insured with the following coverages and limits:

6.2.1	General Aggregate	\$2,000,000
6.2.2	Products Completed Operation – Aggregate	\$2,000,000
6.2.3	Personal Advertising Injury Limit	\$1,000,000
6.2.4	Each Occurrence Limit	\$1,000,000
6.2.5	Fire Damage Limit (any one fire)	\$50,000
6.2.6	Medical Expense Limit (any one person)	\$5,000

Initials of Bidder: BH.

- 6.3. Such insurance shall contain blanket contractual coverage and shall also provide the following protection:
- 6.3.1 premises/operations coverage;
 - 6.3.2 broad form property damage liability coverage
 - 6.3.3 completed operations coverage for a period of 2 years following the date of substantial completion of the Work;
 - 6.3.4 XCU coverage;
 - 6.3.5 independent contractors and employees as additional insureds;
 - 6.3.6 contractual liability coverage.
- 6.4 Business Automobile Liability Insurance. Automobile liability and property damage insurance covering all owned, non-owned and hired vehicles used in connection with the Work, with Respondent as the named insured and Fort Bend County as additional insured, insuring against liability for bodily injury and death and for property damage in an amount not less than \$1,000,000 per occurrence.
- 6.5 Worker's Compensation Insurance. Worker's compensation insurance providing statutory Texas coverage for all persons or entities employed by Respondent and all subcontractors in connection with the Project, with employer's liability insurance of not less than \$1,000,000 per occurrence and in the aggregate and a waiver of subrogation in favor of Fort Bend County.
- 6.6 Umbrella Liability Insurance. Umbrella liability insurance naming Respondent as the named insured and Fort Bend County as additional insured, in an amount not less than \$5,000,000 per occurrence and in the aggregate.
- 6.7 Worker's Compensation Special Requirements. In regard to Worker's Compensation Insurance the following special requirements shall apply. All parties working on the Project shall maintain Worker's Compensation as required by Texas law.

Before commencing work, the awarded contractor shall be required, at its own expense, to furnish the Fort Bend County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of any agreement. Contractor shall obtain and keep in full force and effect until throughout the Project the insurance coverages hereinafter specified; such coverages shall be in primary form as to the liabilities assumed hereunder or excess form with limits not less than those set out below.

Initials of Bidder:

BH.

7.0 Indemnification:

RESPONDENT SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF RESPONDENT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF RESPONDENT OR ANY OF RESPONDENT'S AGENTS, SERVANTS OR EMPLOYEES.

- 7.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 7.2 Respondent's duty to defend indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 7.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 7.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 7.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 7.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

Initials of Bidder:

BH

- 7.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

8.0 CONTRACTOR INFORMATION:

Bidders must complete and submit, **WITH BID**, the Contractor Information Sheet (Section 28.0, Page 22).

9.0 ESTIMATED ACREAGE:

Fort Bend County estimates that approximately 30 acres of County right-of-ways will require finish cut mowing during the period of this contract.

10.0 BID AWARD/SELECTION OF CONTRACTOR:

- 10.1 The award of this contract will be made by total overall lowest and best bidder using the following formula:

Unit Bid Price Per Acre x Estimated Acreage.

- 10.2 The criteria utilized by Fort Bend County for determining the lowest and best bidder includes, but is not limited to, whether the bidder meets Fort Bend County's published specifications, the bidder's experience, skill, ability, possession of the necessary facilities or equipment, insurance, bid price, and any other factor which could be reasonably asserted as being relevant to successful performance.

11.0 EQUIPMENT:

- 11.1 Rotary mowers will normally be required to mow right-of-ways. Mowers shall have adjustable cutting heights (maximum of 4" and minimum of 2-1/2"). All mowers shall be equipped with safety chains to prevent damage to property and persons by debris expelled from under the mower. Mowers shall be equipped with chains of sufficient length and spacing around the mower to prevent debris from exiting from beneath the mower deck.
- 11.2 All mowers shall be kept in good operating condition and shall be maintained at all times to provide clean, sharp cuts of vegetation.

Initials of Bidder:

BH

12.0 EXECUTION OF WORK:

- 12.1 Prior to beginning operations, Fort Bend County shall arrange a conference between the Road and Bridge Department and the contractor. In this meeting, the contractor will outline contractor's proposed mowing procedures and submit contractor's plans for performing the work with safety for the general public. Plans, specifications, unusual conditions, methods for marking non-mow areas and other pertinent issues regarding work will be discussed.
- 12.2 Mowing times will be determined by Fort Bend County. Mowing cycle from May through September is two (2) times per month. Mowing cycle from October through April is one (1) time per month.
- 12.3 The contractor shall mobilize within 48 hours notice from Fort Bend County Road and Bridge and shall complete each mowing cycle within seven (7) working days unless prevented by weather conditions. Any weather related time extensions requested by the contractor and granted by the County should be in writing. The contractor shall notify the County representative to request inspection of each finished mowing site and receive approval by the County for acceptance of completed work.
- 12.4 If the contractor fails to complete the work within each seven (7) day mowing cycle time, or extension time granted in writing by the County, then the contractor shall pay to the County, as liquidated damages, the sum of one hundred (\$100) dollars for each working day that the contract is in default for that mowing cycle. The sum shall be treated as liquidated damages and not as a penalty, and the County may withhold from the contractor's compensation such sums as liquidated damages.
- 12.5 Mowers shall be operated at speeds appropriate to produce quality cutting.
- 12.6 Mower operators will establish cutting paths that provide 100% traverse coverage of each area required to be mowed. Missed strands of vegetation or areas not uniformly cut will be re-cut at no additional expense subject to final approval by the County.
- 12.7 The required mowing areas are located through out Fort Bend County and shall include right-of-way curbed line to fence line, right-of-way down slopes, channel bottoms and tops of banks from the top of slope to the boundary, to designated width or, to obstruction such as fence, or assigned berm width.
- 12.8 Ruts, holes and other disfigurement caused by the contractor's mowing equipment shall be the responsibility of the contractor to restore to original condition. If contractor is in doubt as to soil conditions (wet, muddy, etc.) before mowing, he is required to contact the County representative before commencing work.
- 12.9 The contractor shall not park unattended equipment within thirty (30) feet of travel lanes or streets.

Initials of Bidder: B.H.

12.10 Fort Bend County reserves the right to add and/or delete roads and streets.

12.11 Prior to roads and streets being added, Fort Bend County will evaluate with the Contractor.

13.0 EDGING:

All sidewalks, curb lines, medians, and other surfaces in the Fort Bend County right-of-way, which turf grass, or weeds can grow, will be edged with an edger (not a weed eater) on the same day of mowing.

14.0 LINE TRIMMING:

All railing, posts, fence lines, retaining walls, structures and other protruding obstacles around which turf grass, rye grass, or weeds can grow must be cleared with a weed eater on the same day of mowing.

15.0 DEBRIS THROWN ON THE ROADWAY:

The contractor shall immediately remove and properly dispose of any debris thrown on any roadway (tires, shopping carts, signs, limbs, etc.). In addition to debris removal, mud that is tracked or dragged onto any roadway by mowers shall be removed immediately.

16.0 LITTER:

The contractor shall provide litter and all debris pick-ups prior to each mowing cycle on every acre of the mowing area. Debris includes, but is not limited to, tires, shopping carts, stake signs and tree limbs. Contractor will be required to cooperate with others to avoid mowing of litter as directed by the County.

17.0 WILDFLOWERS:

The contractor shall conduct all mowing operations so as to avoid clearing or removing stands of wildflowers before the seeds have matured, unless otherwise directed by the County.

18.0 INSPECTIONS AND ACCEPTANCE OF WORK:

Fort Bend County reserves the right to inspect the work under contract at anytime for final acceptance.

Initials of Bidder: BH

19.0 CONTRACTOR SUPERVISION:

The contractor shall provide, at contractor's own expense, competent, full-time supervision of the work at all times while work is in progress. All work shall be performed and completed in a thorough, workmanlike manner by skilled and experienced workers, and in accordance with the latest proven practices of the trade.

20.0 COMPLIANCE WITH CODES:

Contractor shall comply with all County, State and Federal Codes, Laws, in force at the time of award of contract and applicable to such work. Contractor shall obtain, at their own expense, such permits, certificates and licenses as may be required in the performance of the work specified.

21.0 STORAGE:

Fort Bend County does not assume responsibility for any materials, tools and equipment stored on or about the premises. The contractor upon completion of the work shall clear each area of all items.

22.0 PROTECTION:

The contractor shall provide adequate protection to persons, adjacent property and utilities, and shall avoid interference with such persons, property and facilities. Contractor shall furnish all barricades, warning lights and other safety devices necessary for the safety and protection of the public and shall remove them upon completion of this contract. These safety and protection devices must be in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

23.0 DAILY CLEANUP:


The contractor shall confine to the site all materials and refuse generated by his operations. Materials and/or equipment, which are stored on-site, shall be stored in an orderly manner. Materials, which become scattered in adjacent areas, shall be collected and returned to the site or otherwise satisfactorily disposed.

24.0 RESPONSIBILITY FOR PROPERTY:

Contractor shall assume full responsibility for any loss of or damage to private and public property by employees or agents of the contractor and will reimburse the private or public entity in the event of any loss of or damage to said property. Fort Bend County shall not be responsible for loss or damage to contractor's property from any cause.

25.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

Initials of Bidder: 

26.0 POINT OF CONTACT:

Point of contact for this contract is Debbie Kaminski, CPPB, Assistant County Purchasing Agent (281) 341-8643 or [kaminsk@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us).

27.0 BID PRICE:

The successful bidder shall furnish all labor, materials, equipment, tools and supervision necessary and required in the finish cut mowing of right-of-ways. Finish cut right-of-ways acreage covered under this contract totals approximately 30 acres.

- a. Unit Price per Acre of Finish Cut Mowing: \$ 44.⁰⁰ /per acre
- b. Cycle Cost: 30 acres x unit price per acre (A. above): \$ 1,320.⁰⁰ /per cycle
- c. Seventeen Cycle Cost: 17 cycles x cycle cost (B. above): \$ 22,440.⁰⁰ total

Initials of Bidder: BH.

28.0 CONTRACTOR INFORMATION SHEET:

Bidders are required to complete the following information. This information may be used in determining the bid award for this contract.

★ See additional Equip. Sheet attachment
Equipment to be used on this job and quantity of each: (5) John Deere 1545 Mowers

(6) Stihl 250 Weeders, (4) Stihl F75 Edgers, (6) Stihl 420 Blowers

Number of years in business:

28 years

Will your company subcontract mowing on this contract:

Yes: _____

No: ☒

List three companies or governmental agencies where similar mowing has been performed in the last year:

1. Company Name: Harris County Pct. 3 Job #08/0040

Contact Person: Ron Campbell

Title: Chief Inspector

Telephone Number: 713-444-5991

Dates Work Performed: 4/1/05 - 3/31/10

2. Company Name: City of Missouri City

Contact Person: Randy Troxell

Title: Assistant Director

Telephone Number: 281-403-8631

Dates Work Performed: 1/07 - Currently performing

3. Company Name: City of Pasadena

Contact Person: Kirby Cardenas

Title: Parks & Recreation Director

Telephone Number: 281-830-9933 or 713-740-7055

Dates Work Performed: 1/09 - Currently performing

Initials of Bidder: B.H.

CONTRACT SHEET

Bid 10-083

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 4th day of May, 2010, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and Biolandscaping Maintenance (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for **Mowing of Right-of-Ways** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 4th day of May, 2010.

By: Robert Hebert
County Judge

By: Bryan Hose
Signature of Contractor

By: Bryan Hose / Account Manager
Printed Name and Title

Initials of Bidder: B.H.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/21/2010

PRODUCER

HUB Intl Rigg - Houston
10777 Westheimer, Suite 300
Houston TX 77042-3454
(713) 978-6668

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE**NAIC #**

INSURER A: Liberty Mutual Fire Insurance

23035

INSURER B: Liberty Mutual Insurance Corp

33600

INSURER C:

INSURER D:

INSURER E:

INSURED

Bio Landscape & Maintenance, Inc.

5205 Dow
Houston TX 77040

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TB2Z91449198029	4/30/2009	4/30/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pesticide/Herbicide 1,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$1,000 Comp Ded. <input checked="" type="checkbox"/> \$1,000 Coll. Ded.	AS5Z91449198039	4/30/2009	4/30/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	TH2Z91449198069	4/30/2009	4/30/2010	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC2Z91499198019	4/30/2009	4/30/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Job #10-083.

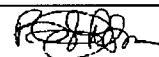
CERTIFICATE HOLDER

Fort Bend County
Attn Purchasing Dept.-Rosenberg Annex
4520 Reading Road
Suite A
Rosenberg TX 77471

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

BIO LANDSCAPE AND MAINTENANCE INC. EQUIPMENT LIST FOR THE MAINTENANCE DEPT 4/22/2010

Maintenance Equipment List									
QTY	ITEM	MFG	MODEL	DESCRIPTION	SERIAL #	VALUE	DEPT	DATE	
1	4-WHEELER	Kawasaki	KLF250A6	Kawasaki	JKALFMA196B547723	\$3,248.31	MAINT	06/15/06	
1	ACTION-HOE	HOMEDEPOT	BIO	GARDEN	BIO	\$13.85	MAINT	04/09/09	
1	ACTION-HOE	HOMEDEPOT	BIO	GARDEN	BIO	\$13.85	MAINT	04/09/09	
1	ACTION-HOE	HOMEDEPOT	BIO	GARDEN	BIO	\$13.85	MAINT	04/09/09	
1	ACTION-HOE	HOMEDEPOT	BIO	GARDEN	BIO	\$13.85	MAINT	04/09/09	
1	ACTION-HOE	HOMEDEPOT	BIO	GARDEN	BIO	\$13.85	MAINT	04/09/09	
1	ACTION-HOE	HOMEDEPOT	BIO	GARDEN	BIO	\$13.85	MAINT	04/09/09	
1	ACTION-HOE	HOMEDEPOT	BIO	GARDEN	BIO	\$13.85	MAINT	04/09/09	
1	BED EDGER	BROWN	BROWN	BED EDGER	3322	\$1,072.50	MAINT	06/22/09	
1	BLOWER	STIHL	BR420	BLOWER	9474	\$361.54	MAINT	03/12/08	
1	BLOWER	STIHL	BR420	BLOWER	9473	\$361.54	MAINT	03/12/08	
1	BLOWER	STIHL	BR420	BLOWER	8020	\$361.54	MAINT	03/12/08	
1	BLOWER	STIHL	BR420	BLOWER	264265642	\$336.64	MAINT	02/28/06	
1	BLOWER	STIHL	BR420	BLOWER	264265657	\$336.64	MAINT	02/28/06	
1	BLOWER	STIHL	BR420	BLOWER	264262596	\$336.64	MAINT	02/28/06	
1	BLOWER	STIHL	BR420	BLOWER	362190077	\$360.99	MAINT	03/19/09	
1	BLOWER	STIHL	BR420	BLOWER	362192851	\$360.99	MAINT	03/19/09	
1	BLOWER	STIHL	BR420	BLOWER	362190051	\$360.99	MAINT	03/19/09	
1	BLOWER	STIHL	BR420	BLOWER	362192846	\$360.99	MAINT	03/19/09	
1	BLOWER	STIHL	BR420	BLOWER	7942	\$361.54	MAINT	03/12/08	
1	BLOWER	STIHL	BR420	BLOWER	264175856	\$333.32	MAINT	03/09/05	
1	BLOWER	STIHL	BR420	BLOWER	264262629	\$333.32	MAINT	03/09/05	
1	BLOWER	STIHL	BR420	BLOWER	362289858	\$360.99	MAINT	03/19/09	
1	BLOWER	STIHL	BR420	BLOWER	362289808	\$361.00	MAINT	03/19/09	
1	BLOWER	STIHL	BR420	BLOWER	261473595	\$315.00	MAINT	03/22/04	
1	BLOWER	STIHL	BR420	BLOWER	361978337	\$372.79	MAINT	08/07/08	
1	BLOWER	STIHL	BR420	BLOWER	362193580	\$361.00	MAINT	03/19/09	
1	BLOWER	STIHL	BR420	BLOWER	362192876	\$360.99	MAINT	03/19/09	
1	BLOWER	STIHL	BR420	BLOWER	362190063	\$360.99	MAINT	03/19/09	
1	BLOWER	BUFFALO	BT-CKB3	TURBINE STREET	13876	\$6,494.30	MAINT	09/07/07	
1	BLOWER	STIHL	BR420	BLOWER	362193516	\$360.99	MAINT	03/19/09	
1	BLOWER	STIHL	BR420	BLOWER	362190048	\$361.00	MAINT	03/19/09	
1	BLOWER	STIHL	BR420	BLOWER	0085	\$361.54	MAINT	03/12/08	
1	BLOWER	STIHL	BR420	BLOWER	7946	\$361.54	MAINT	03/12/08	
1	BLOWER	STIHL	BR420	BLOWER	8013	\$361.54	MAINT	03/12/08	
1	BLOWER	STIHL	BR420	BLOWER	8009	\$361.54	MAINT	03/12/08	
1	BLOWER	STIHL	BR420	BLOWER	8015	\$361.54	MAINT	03/12/08	
1	BLOWER	STIHL	BR 380	BACKPACK	361771301	\$130.00	MAINT	03/06/08	
1	BLOWER	STIHL	BR420	BLOWER	8018	\$361.54	MAINT	03/12/08	
1	BLOWER	STIHL	BR420	BLOWER	362192881	\$360.99	MAINT	03/19/09	
1	BLOWER	STIHL	BR420	BLOWER	362192858	\$360.99	MAINT	03/19/09	
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1	BLOWER	STIHL	BR420	BLOWER	362193538	\$361.00	MAINT	03/19/09	
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1	BLOWER	STIHL	BR420	BLOWER	361637376	\$372.79	MAINT	08/07/08	
1	BLOWER	STIHL	BR380	BACKPACK	361582763	\$130.00	MAINT	03/06/08	
1	BLOWER	STIHL	BR420	BLOWER	362289828	\$360.99	MAINT	03/19/09	
1	BLOWER	STIHL	BR420	BLOWER	8468	\$363.35	MAINT	03/02/07	
1	BLOWER	STIHL	BR420	BLOWER	8462	\$363.35	MAINT	03/02/07	
1	BLOWER	STIHL	BR420	BLOWER	8384	\$363.35	MAINT	03/02/07	
1	BLOWER	STIHL	BR420	BLOWER	362190068	\$360.99	MAINT	03/19/09	
1	BLOWER	STIHL	BR420	BLOWER	361983251	\$372.79	MAINT	08/07/08	
1	BLOWER	STIHL	BR420	BLOWER	362190076	\$360.99	MAINT	03/19/09	
1	BLOWER	STIHL	BR420	BLOWER	362192885	\$360.99	MAINT	03/19/09	
1	BLOWER	STIHL	BR420	BLOWER	362192947	\$360.99	MAINT	03/19/09	
1	BLOWER	STIHL	BR420	BLOWER	8464	\$363.35	MAINT	03/02/07	
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1	BLOWER	STIHL	BR420	BLOWER	7368	\$360.00	MAINT	09/24/08	
1	BLOWER	STIHL	BR420	BLOWER	362193547	\$360.99	MAINT	03/19/09	
1	BLOWER	STIHL	BR420	BLOWER	362289855	\$360.99	MAINT	03/19/09	
1	BLOWER	STIHL	BR420	BLOWER	362289813	\$360.99	MAINT	03/19/09	
1	BLOWER	STIHL	BR420	BLOWER	362190050	\$360.99	MAINT	03/19/09	
1	BLOWER	STIHL	BR420	BLOWER	362289801	\$360.99	MAINT	03/19/09	
1	BLOWER	STIHL	BR420	BLOWER	362193909	\$360.99	MAINT	03/19/09	
1	BLOWER	STIHL	BR420	BLOWER	362193562	\$360.99	MAINT	03/19/09	

BIO LANDSCAPE AND MAINTENANCE INC. EQUIPMENT LIST FOR THE MAINTENANCE DEPT 4/22/2010

QTY	ITEM	MFG	MODEL	DESCRIPTION	SERIAL #	VALUE	DEPT	DATE
1	BLOWER	STIHL	BR420	BLOWER	8476	\$363.35	MAINT	03/02/07
1	BLOWER	STIHL	BR420	BLOWER	8463	\$363.35	MAINT	03/02/07
1	BLOWER	STIHL	BR420	BLOWER	3109	\$363.35	MAINT	03/02/07
1	BLOWER	STIHL	BR420	BLOWER	8467	\$363.35	MAINT	03/02/07
1	BLOWER	STIHL	BR420	BLOWER	8461	\$363.35	MAINT	03/02/07
1	BLOWER	STIHL	BR420	BLOWER	8465	\$363.35	MAINT	03/02/07
1	BLOWER	STIHL	BR420	BLOWER	8448	\$363.35	MAINT	03/02/07
1	BLOWER	STIHL	BR420	BLOWER	8481	\$363.35	MAINT	03/02/07
1	BLOWER	STIHL	BR420	BLOWER	8456	\$363.35	MAINT	03/02/07
1	BLOWER	STIHL	BR420	BLOWER	8452	\$363.35	MAINT	03/02/07
1	BLOWER	STIHL	BR420	BLOWER	361978365	\$372.79	MAINT	08/07/08
1	CHAINSAW	STIHL	MS290-20	CYPRESS	277229118	\$396.81	MAINT	09/16/08
1	CHAINSAW	STIHL	M441		3532	\$650.00	MAINT	09/15/08
1	CHAINSAW	STIHL	MS290-20	CYPRESS	277228617	\$396.81	MAINT	09/16/08
1	CHAINSAW	STIHL	MS290-20	CYPRESS	277229041	\$396.81	MAINT	09/16/08
1	CHAINSAW	STIHL	MS211-16	STIHL	279790296	\$272.78	MAINT	12/02/09
1	CHAINSAW	STIHL	MS290-20	CYPRESS	277229128	\$396.81	MAINT	09/16/08
1	CHAINSAW	STIHL	MS310-20	CYPRESS	276706946	\$450.49	MAINT	09/16/08
1	CHAINSAW	STIHL	MS290-20	CHAIN SAW	7965	\$312.69	MAINT	03/12/08
1	CHAINSAW	STIHL	MS211-16	STIHL	279787429	\$272.78	MAINT	12/02/09
1	CHAINSAW	STIHL	MS310-20	CYPRESS	276706962	\$450.49	MAINT	09/16/08
1	CHAINSAW	STIHL	MS192 TC		27636023	\$200.00	MAINT	09/15/08
1	CHAINSAW	STIHL	MS290-20	CHAIN SAW	6515	\$312.69	MAINT	03/12/08
1	CHAINSAW POLED	STIHL	HT101	POLE	267460938	\$469.74	MAINT	02/28/06
1	CHAINSAW POLED	STIHL	HT101	POLE	267460936	\$469.74	MAINT	02/28/06
1	CHANNELLOCKS	NORTHERN	BIO	20"	BIO	\$44.00	MAINT	07/23/09
1	CHIPPER	POSTON BANDIT	1090XP	WOOD	4FMUS15129R001167	\$34,341.21	MAINT	11/18/09
1	CLIMBER	SAWHOUSE	SM91064	POLE	SM91064	\$255.02	MAINT	12/02/09
1	CUTTER	BUSHHOG		6'	TBD	\$500.00	MAINT	05/01/07
1	CUTTER, BUSH HOG 6'	BUSH HOG	286-02	BUSH HOG	1226836	\$2,037.75	MAINT	01/12/06
1	EDGER	STIHL	FC75	EDGER	276988013	\$269.24	MAINT	03/19/09
1	EDGER	STIHL	FC75	EDGER	272255301	\$263.21	MAINT	08/24/07
1	EDGER	STIHL	FC75	EDGER	276987996	\$269.24	MAINT	03/19/09
1	EDGER	STIHL	FC75	EDGER	272255309	\$263.21	MAINT	08/24/07
1	EDGER	STIHL	FC75	EDGER	7244	\$269.38	MAINT	03/12/08
1	EDGER	STIHL	FC75	EDGER	272255331	\$263.21	MAINT	08/24/07
1	EDGER	STIHL	FC75	EDGER	272723052	\$263.21	MAINT	08/24/07
1	EDGER	STIHL	FC75	EDGER	272255295	\$263.21	MAINT	08/24/07
1	EDGER	STIHL	FC75	EDGER	276987697	\$269.24	MAINT	03/19/09
1	EDGER	STIHL	FC75	EDGER	276988007	\$269.24	MAINT	03/19/09
1	EDGER	STIHL	FC75	EDGER	276988012	\$269.24	MAINT	03/19/09
1	EDGER	STIHL	FC75	EDGER	276988039	\$269.24	MAINT	03/19/09
1	EDGER	STIHL	FC75	EDGER	276987990	\$269.24	MAINT	03/19/09
1	EDGER	STIHL	FC75	EDGER	276988021	\$269.24	MAINT	03/19/09
1	EDGER	STIHL	FC75	EDGER	276988009	\$269.24	MAINT	03/19/09
1	EDGER	STIHL	FC75	EDGER	276988037	\$269.24	MAINT	03/19/09
1	EDGER	STIHL	FC75	EDGER	276988038	\$269.24	MAINT	03/19/09
1	EDGER	STIHL	FC75	EDGER	276988016	\$269.24	MAINT	03/19/09
1	EDGER	STIHL	FC75	EDGER	2751	\$262.54	MAINT	03/02/07
1	EDGER	STIHL	FC75	EDGER	6884	\$269.38	MAINT	03/12/08
1	EDGER	STIHL	FC75	EDGER	3833	\$269.38	MAINT	03/12/08
1	EDGER	STIHL	FC75	EDGER	3831	\$269.38	MAINT	03/12/08
1	EDGER	STIHL	FC75	EDGER	3838	\$269.38	MAINT	03/12/08
1	EDGER	STIHL	FC75	EDGER	3839	\$269.38	MAINT	03/12/08
1	EDGER	STIHL	FC75	EDGER	3843	\$269.38	MAINT	03/12/08
1	EDGER	STIHL	FC75	EDGER	3848	\$269.38	MAINT	03/12/08
1	EDGER	STIHL	FC55		272117234	\$100.00	MAINT	03/06/08
1	EDGER	STIHL	FC75	EDGER	6889	\$269.38	MAINT	03/12/08
1	EDGER	STIHL	FC75	EDGER	276988004	\$269.24	MAINT	03/19/09
1	EDGER	STIHL	FC75	EDGER	2755	\$262.54	MAINT	03/02/07
1	EDGER	STIHL	FC75	EDGER	2753	\$262.54	MAINT	03/02/07
1	EDGER	STIHL	FC75	EDGER	2631	\$262.54	MAINT	03/02/07
1	EDGER	STIHL	FC75	EDGER	2720	\$262.54	MAINT	03/02/07
1	EDGER	STIHL	FC75	EDGER	274810925	\$277.82	MAINT	08/07/08
1	EDGER	STIHL	FC75	EDGER	3834	\$269.38	MAINT	03/12/08
1	EDGER	STIHL	FC75	EDGER	276987987	\$269.24	MAINT	03/19/09
1	EDGER	STIHL	FC75	EDGER	276987985	\$269.24	MAINT	03/19/09
1	HEDGE TRIMMER	STIHL	HS45 24"	Power Hedge	2902	\$234.87	MAINT	03/02/07
1	HEDGE TRIMMER	STIHL	HS45 24"	Power Hedge	800373041	\$235.40	MAINT	03/19/09
1	HEDGE TRIMMER	STIHL	HS45 24"	Power Hedge	800315235	\$235.40	MAINT	03/19/09
1	HEDGE TRIMMER	STIHL	HS45 24"	Power Hedge	3004	\$234.87	MAINT	03/02/07
1	HEDGE TRIMMER	STIHL	HS45 24"	Power Hedge	800373034	\$235.40	MAINT	03/19/09

BIO LANDSCAPE AND MAINTENANCE INC. EQUIPMENT LIST FOR THE MAINTENANCE DEPT 4/22/2010

QTY	ITEM	MFG	MODEL	DESCRIPTION	SERIAL #	VALUE	DEPT	DATE
1	HEDGE TRIMMER	STIHL	HS45 24"	Power Hedge	2877	\$234.87	MAINT	03/02/07
1	HEDGE TRIMMER	STIHL	HS45 24"	Power Hedge	800373033	\$235.40	MAINT	03/19/09
1	HEDGE TRIMMER	STIHL	HS45 24"	Power Hedge	800373032	\$235.40	MAINT	03/19/09
1	HEDGE TRIMMER	STIHL	HS45 24"	Power Hedge	800373031	\$235.40	MAINT	03/19/09
1	HEDGE TRIMMER	STIHL	HS45 24"	Power Hedge	800373030	\$235.40	MAINT	03/19/09
1	HEDGE TRIMMER	STIHL	HS45 24"	Power Hedge	800315234	\$235.40	MAINT	03/19/09
1	HEDGE TRIMMER	STIHL	HS80 24"	Power Hedge	264644676	\$297.61	MAINT	12/08/05
1	HEDGE TRIMMER	STIHL	HS45 24"	Power Hedge	2874	\$234.87	MAINT	03/02/07
1	HEDGE TRIMMER	STIHL	HS45 24"	HEDGE TRIMMER	6026	\$233.76	MAINT	03/12/08
1	HEDGE TRIMMER	STIHL	HS45 24"	Power Hedge	3002	\$234.87	MAINT	03/02/07
1	HEDGE TRIMMER	STIHL	KW	HEDGE	209676	\$100.00	MAINT	09/14/07
1	HEDGE TRIMMER	STIHL	HS45 24"	HEDGE TRIMMER	5932	\$233.76	MAINT	03/12/08
1	HEDGE TRIMMER	STIHL	HS80 24"	Power Hedge	264161424	\$297.53	MAINT	03/10/05
1	HEDGE TRIMMER	STIHL	HS45 24"	HEDGE TRIMMER	6031	\$233.76	MAINT	03/12/08
1	HEDGE TRIMMER	STIHL	HS45 24"	HEDGE TRIMMER	6022	\$233.76	MAINT	03/12/08
1	HEDGE TRIMMER	STIHL	HS45 24"	HEDGE TRIMMER	6028	\$233.76	MAINT	03/12/08
1	HEDGE TRIMMER	STIHL	HS45 24"	HEDGE TRIMMER	6035	\$233.76	MAINT	03/12/08
1	HEDGE TRIMMER	STIHL	HS45 24"	HEDGE TRIMMER	6030	\$233.76	MAINT	03/12/08
1	HEDGE TRIMMER	STIHL	HS45 24"	Power Hedge	3003	\$234.87	MAINT	03/02/07
1	MOWER	JOHN DEERE	JD1545-4	RIDING 40-0089	TC1545X060089	\$18,294.25	MAINT	03/31/08
1	MOWER	JOHN DEERE	JD1545-4	RIDING 40-0088	TC1545X060088	\$18,294.25	MAINT	03/31/08
1	MOWER	JOHN DEERE	JD1545-4	RIDING 40-0085	TC1545X060085	\$18,294.25	MAINT	03/31/08
1	MOWER	SNAPPER	RP216019KWV	PUSH 21"	2012659007	\$400.00	MAINT	03/06/08
1	MOWER	JOHN DEERE	JD1545-4	RIDING 40-0086	TC1545X060086	\$18,294.25	MAINT	03/31/08
1	MOWER	EXMARK	M15KA322P	WALKBEHIND 32"	682908	\$2,000.00	MAINT	03/21/07
1	MOWER	GRAVELY	272Z	RIDING 40-0132	000132	\$8,814.88	MAINT	03/12/08
1	MOWER	SNAPPER	RP216019KWV	PUSH 21"	2012659005	\$400.00	MAINT	03/06/08
1	MOWER	SNAPPER	RP216019KWV	PUSH 21"	2000596664	\$200.00	MAINT	03/22/07
1	MOWER	SNAPPER	RP216019KWV	PUSH 21"	2000837998	\$300.00	MAINT	09/14/07
1	MOWER	GRAVELY	272Z	RIDING 40-0117	000117	\$8,814.88	MAINT	03/12/08
1	MOWER	GRAVELY	260Z	RIDING 40-0231	000231	\$8,038.39	MAINT	03/12/08
1	MOWER	GRAVELY	260Z	RIDING 40-1230	000230	\$8,038.39	MAINT	03/12/08
1	MOWER	BOBCAT	932010A	WALKBEHIND 32"	93201000781	\$1,800.00	MAINT	07/11/05
1	MOWER	GRAVELY	260Z (03/2007)	RIDING 40-0227	000227	\$8,336.62	MAINT	05/15/09
1	MOWER	GRAVELY	148Z	RIDING 40-5551	005551	\$6,192.88	MAINT	03/12/08
1	MOWER	GRAVELY	272Z	RIDING 40-0135	000135	\$8,814.88	MAINT	03/12/08
1	MOWER	GRAVELY	272Z	RIDING 40-0136	000136	\$8,814.88	MAINT	03/12/08
1	MOWER	GRAVELY	272Z	RIDING 40-0137	000137	\$8,814.88	MAINT	03/12/08
1	MOWER	GRAVELY	272Z	RIDING 40-0139	000139	\$8,814.88	MAINT	03/12/08
1	MOWER	GRAVELY	272Z	RIDING 40-0141	000141	\$8,814.88	MAINT	03/12/08
1	MOWER	GRAVELY	272Z	RIDING 40-0142	000142	\$8,814.88	MAINT	03/12/08
1	MOWER	GRAVELY	272Z	RIDING 40-0143	000143	\$8,814.88	MAINT	03/12/08
1	MOWER	GRAVELY	272Z	RIDING 40-0146	000146	\$8,814.88	MAINT	03/12/08
1	MOWER	GRAVELY	272Z (03/2007)	RIDING 40-0114	000114	\$9,128.86	MAINT	05/15/09
1	MOWER	JOHN DEERE	JD1545-4	RIDING 40-0256	TC1545X040256	\$19,626.75	MAINT	08/17/06
1	MOWER	GRAVELY	260Z	RIDING 40-0229	000229	\$8,038.39	MAINT	03/12/08
1	MOWER	SNAPPER	RP216019KWV	PUSH 21"	2000837992	\$300.00	MAINT	09/14/07
1	MOWER	GRAVELY	272Z	RIDING 40-0134	000134	\$8,814.88	MAINT	03/12/08
1	MOWER	JOHN DEERE	JD2653B	RIDING	TC2653T020259	\$24,131.25	MAINT	04/10/08
1	MOWER	EXMARK	M15KA322P	WALKBEHIND 32"	627569	\$1,800.00	MAINT	04/15/06
1	MOWER	EXMARK	M15KA322P	WALKBEHIND 32"	627566	\$1,800.00	MAINT	04/15/06
1	MOWER	EXMARK	LHP19KA465	ZRIDER 46"	714746	\$5,000.00	MAINT	03/07/08
1	MOWER	GRAVELY	272Z	RIDING 40-0402	000402	\$9,128.86	MAINT	03/02/07
1	MOWER	GRAVELY	272Z	RIDING 40-0400	000400	\$9,128.85	MAINT	03/02/07
1	MOWER	GRAVELY	260Z	RIDING 40-0230	000230	\$8,336.62	MAINT	03/02/07
1	MOWER	GRAVELY	260Z	RIDING 40-0407	000407	\$8,336.62	MAINT	03/02/07
1	MOWER	GRAVELY	148Z	RIDING 40-0310	000310	\$6,273.32	MAINT	10/19/06
1	MOWER	GRAVELY	260Z	RIDING 40-0404	000404	\$8,336.62	MAINT	03/02/07
1	MOWER	GRAVELY	260Z	RIDING 40-0860	000860	\$8,041.69	MAINT	08/23/07
1	MOWER	EXMARK	LHP19KA465	ZRIDER 46"	726249	\$5,000.00	MAINT	03/07/08
1	MOWER	BOBCAT	934011	48" WALK BEHIND	93401100409	\$1,500.00	MAINT	07/11/05
1	MOWER	GREAT DANE	TCHR	48" WALK BEHIND HYDRO	TCHR17W010146	\$2,500.00	MAINT	03/24/06
1	MOWER	HUSTLER	946246	54" WALK BEHIND HYDRO	01010057	\$3,500.00	MAINT	03/21/07
1	MOWER	EXMARK	LAS25KC604	60" Z-RIDER	681659	\$7,300.00	MAINT	03/20/07
1	MOWER	SNAPPER	7800193	PUSH 21"	2013276474	\$750.70	MAINT	11/20/09
1	MOWER	HUSTLER	926667	60" Z-RIDER	05090514	\$5,950.00	MAINT	03/21/07
1	MOWER	GREAT DANE	GBD10008	61" Z-RIDER	TCLX85W010767	\$4,000.00	MAINT	06/03/05
1	MOWER	GRAVELY	260Z	RIDING 40-0405	000405	\$8,336.62	MAINT	03/02/07
1	MOWER	JOHN DEERE	JD1545-4	RIDING 40-0034	TC1545X050034	\$21,235.50	MAINT	02/27/07
1	MOWER	GRAVELY	260Z	RIDING 40-1222	000222	\$8,038.39	MAINT	03/12/08
1	MOWER	GRAVELY	260Z	RIDING 40-0220	000220	\$8,038.39	MAINT	03/12/08
1	MOWER	GRAVELY	260Z	RIDING 40-0216	000216	\$8,038.39	MAINT	03/12/08

BIO LANDSCAPE AND MAINTENANCE INC. EQUIPMENT LIST FOR THE MAINTENANCE DEPT 4/22/2010

QTY	ITEM	MFG	MODEL	DESCRIPTION	SERIAL #	VALUE	DEPT	DATE
1	MOWER	GRAVELY	260Z	RIDING 40-0215	000215	\$8,038.39	MAINT	03/12/08
1	MOWER	EXMARK	M15KA322P	WALKBEHIND 32"	678451	\$2,000.00	MAINT	03/21/07
1	MOWER	GRAVELY	260Z	RIDING 40-0861	000861	\$8,041.69	MAINT	08/23/07
1	MOWER	GRAVELY	272Z	RIDING 40-0490	000490	\$9,128.85	MAINT	08/23/07
1	MOWER	SNAPPER	SPV	PUSH 21"	2012851980	\$740.03	MAINT	03/13/09
1	MOWER	GRAVELY	34Z	RIDING 40-2624	002624	\$3,969.62	MAINT	08/04/04
1	MOWER	EXMARK	M15KA322P	WALKBEHIND 32"	715995	\$2,200.00	MAINT	03/07/08
1	MOWER	GRAVELY	34Z	RIDING 40-2627 SPRAYER DUTY	002627	\$3,969.62	MAINT	08/04/04
1	MOWER	JOHN DEERE	JD1545-4	RIDING 40-0020	TC1545X050020	\$21,235.50	MAINT	02/27/07
1	MOWER	EXMARK	M15KA322P	WALKBEHIND 32"	716144	\$2,200.00	MAINT	03/07/08
1	MOWER	GRAVELY	36" 988144	WB 40-1215	000215	\$3,097.97	MAINT	09/16/09
1	MOWER	GRAVELY	148Z	RIDING 40-4273	004273	\$5,692.05	MAINT	03/09/05
1	MOWER	JOHN DEERE	JD1545-4	RIDING 40-0257	TC1545X040257	\$19,626.75	MAINT	08/17/06
1	MOWER	JOHN DEERE	JD1545-4	RIDING 40-0254	TC1545X040254	\$19,626.75	MAINT	08/17/06
1	MOWER	JOHN DEERE	JD1545-4	RIDING 40-0250	TC1545X040250	\$19,626.75	MAINT	08/17/06
1	MOWER	GRAVELY	260Z	RIDING 40-1226	000226	\$8,038.39	MAINT	03/12/08
1	MOWER	GRAVELY	272Z	RIDING 40-0491	000491	\$9,128.85	MAINT	08/23/07
1	MOWER	GRAVELY	260Z	RIDING 40-0464	000464	\$8,525.57	MAINT	08/12/08
1	MOWER	GRAVELY	272Z	RIDING 40-2250	000250	\$9,627.56	MAINT	03/05/09
1	MOWER	GRAVELY	260Z	RIDING 40-0462	000462	\$8,525.57	MAINT	08/12/08
1	MOWER	GRAVELY	260Z	RIDING 40-0700	000700	\$8,610.83	MAINT	03/05/09
1	MOWER	GRAVELY	260Z	RIDING 40-0712	000712	\$8,610.83	MAINT	03/05/09
1	MOWER	GRAVELY	260Z	RIDING 40-0460	000460	\$8,525.57	MAINT	08/12/08
1	MOWER	GRAVELY	272Z	RIDING 40-0156	000156	\$9,627.56	MAINT	03/05/09
1	MOWER	SNAPPER	SPV	PUSH 21"	2012665191	\$740.03	MAINT	03/13/09
1	MOWER	GRAVELY	260Z	RIDING 40-0720	000720	\$8,610.83	MAINT	03/05/09
1	MOWER	GRAVELY	260Z	RIDING 40-0718	000718	\$8,610.83	MAINT	03/05/09
1	MOWER	GRAVELY	260Z	RIDING 40-0711	000711	\$8,610.83	MAINT	03/05/09
1	MOWER	GRAVELY	260Z	RIDING 40-0722	000722	\$8,610.83	MAINT	03/05/09
1	MOWER	JOHN DEERE	JD1545-4	RIDING 40-0048	TC1545X070048	\$19,948.50	MAINT	03/10/09
1	MOWER	JOHN DEERE	JD1545-4	RIDING 40-0053	TC1545X070053	\$19,948.50	MAINT	03/10/09
1	MOWER	GRAVELY	260Z	RIDING 40-0719	000719	\$8,610.83	MAINT	03/05/09
1	MOWER	GRAVELY	148Z	RIDING 40-7731	007731	\$6,562.90	MAINT	08/12/08
1	MOWER	GRAVELY	272Z	RIDING 40-0252	000252	\$9,627.56	MAINT	03/05/09
1	MOWER	SNAPPER	SPV	PUSH 21"	2012851983	\$740.03	MAINT	03/13/09
1	MOWER	GRAVELY	260Z	RIDING 40-1250	000250	\$8,610.83	MAINT	03/05/09
1	MOWER	GRAVELY	272Z	RIDING 40-0494	000494	\$9,128.85	MAINT	08/23/07
1	MOWER	GRAVELY	260Z	RIDING 40-0702	000702	\$8,610.83	MAINT	03/05/09
1	MOWER	JOHN DEERE	JD1545-4	RIDING 40-0049	TC1545X070049	\$19,948.50	MAINT	03/10/09
1	MOWER	GRAVELY	260Z	RIDING 40-0717	000717	\$8,610.83	MAINT	03/05/09
1	MOWER	JOHN DEERE	JD1545-4	RIDING 40-0052	TC1545X070052	\$19,948.50	MAINT	03/10/09
1	MOWER	GRAVELY	260Z	RIDING 40-0461	000461	\$8,525.57	MAINT	08/12/08
1	MOWER	GRAVELY	260Z	RIDING 40-0715	000715	\$8,610.83	MAINT	03/05/09
1	MOWER	GRAVELY	260Z	RIDING 40-0721	000721	\$8,610.83	MAINT	03/05/09
1	MOWER	GRAVELY	260Z	RIDING 40-0703	000703	\$8,610.83	MAINT	03/05/09
1	POLE TRIMMER	STIHL	HL100-135	POLE TRIMMER	278205059	\$406.82	MAINT	08/21/09
1	POLE TRIMMER	STIHL	HL100	POLE TRIMMER	6523	\$390.35	MAINT	03/12/08
1	POLE TRIMMER	STIHL	HL100	POLE TRIMMER	6445	\$390.35	MAINT	03/12/08
1	POLE TRIMMER	STIHL	HL100-135	POLE TRIMMER	278570524	\$394.13	MAINT	03/13/09
1	POLE TRIMMER	STIHL	HL100-135	POLE TRIMMER	278570517	\$394.13	MAINT	03/13/09
1	POLE TRIMMER	STIHL	HL100-135	POLE TRIMMER	278570514	\$394.13	MAINT	03/13/09
1	POLE TRIMMER	STIHL	HL100-135	POLE TRIMMER	278570529	\$394.13	MAINT	03/13/09
1	POLE TRIMMER	STIHL	HL100-135	POLE TRIMMER	278570515	\$394.13	MAINT	03/13/09
1	POLE TRIMMER	STIHL	HL 100 K	POLE TRIMMER	1763	\$250.00	MAINT	06/01/08
1	PROBE	TOOL	BIO	DEEP ROOT	BIO	\$75.00	MAINT	01/01/00
1	PRUNER	HOMEDPOT	BIO	TREE	BIO	\$39.85	MAINT	03/12/09
1	PRUNER	TOOL	BIO	BIO	BIO	\$10.00	MAINT	01/01/00
1	PRUNER	HOMEDPOT	BIO	HAND	BIO	\$11.43	MAINT	03/12/09
1	PRUNER	HOMEDPOT	BIO	HAND	BIO	\$11.43	MAINT	03/12/09
1	PRUNER	HOMEDPOT	BIO	HAND	BIO	\$11.43	MAINT	03/12/09
1	PRUNER	HOMEDPOT	BIO	TREE	BIO	\$39.85	MAINT	03/12/09
1	TRACTOR01	JOHN DEERE	JD4600	RIDING	LV4600P264234	\$18,420.00	MAINT	01/01/00
1	VACUUM,BILLYGOAT	CYPRESS BILLYGOAT	KV600	5 HP PUSH	071309267	\$847.28	MAINT	09/16/09
1	VACUUM,BILLYGOAT	CYPRESS BILLYGOAT	KV600	5 HP PUSH	100509468	\$900.90	MAINT	10/22/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	8600	\$401.10	MAINT	04/28/08
1	WEEDEATER	STIHL	FS250R	WEEDEATER	276062281	\$402.17	MAINT	08/07/08
1	WEEDEATER	STIHL	FS250R	WEEDEATER	5772	\$389.49	MAINT	03/12/08
1	WEEDEATER	STIHL	FS250R	WEEDEATER	279552200	\$406.32	MAINT	09/09/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	1285	\$389.49	MAINT	03/12/08
1	WEEDEATER	STIHL	FS250R	WEEDEATER	5797	\$389.49	MAINT	03/12/08
1	WEEDEATER	STIHL	FS250R	WEEDEATER	6421	\$389.49	MAINT	03/12/08
1	WEEDEATER	STIHL	FS250R	WEEDEATER	276062485	\$401.07	MAINT	07/22/08

BIO LANDSCAPE AND MAINTENANCE INC. EQUIPMENT LIST FOR THE MAINTENANCE DEPT 4/22/2010

QTY	ITEM	MFG	MODEL	DESCRIPTION	SERIAL #	VALUE	DEPT	DATE
1	WEEDEATER	STIHL	FS250R	WEEDEATER	279374569	\$394.45	MAINT	06/22/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	277113038	\$393.06	MAINT	03/19/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	5789	\$389.49	MAINT	03/12/08
1	WEEDEATER	STIHL	FS250R	WEEDEATER	278123747	\$393.06	MAINT	03/19/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	276062563	\$401.69	MAINT	07/22/08
1	WEEDEATER	STIHL	FS250R	WEEDEATER	276062577	\$401.07	MAINT	07/22/08
1	WEEDEATER	STIHL	FS250R	WEEDEATER	276062495	\$401.07	MAINT	07/22/08
1	WEEDEATER	STIHL	FS250R	WEEDEATER	8599	\$401.10	MAINT	04/28/08
1	WEEDEATER	STIHL	FS250R	WEEDEATER	280538557	\$406.32	MAINT	10/29/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	5809	\$389.49	MAINT	03/12/08
1	WEEDEATER	STIHL	FS250R	WEEDEATER	6432	\$389.49	MAINT	03/12/08
1	WEEDEATER	STIHL	FS250R	WEEDEATER	6433	\$389.49	MAINT	03/12/08
1	WEEDEATER	STIHL	FS250R	WEEDEATER	6436	\$389.49	MAINT	03/12/08
1	WEEDEATER	STIHL	FS250R	WEEDEATER	5810	\$389.49	MAINT	03/12/08
1	WEEDEATER	STIHL	FS250R	WEEDEATER	5802	\$389.49	MAINT	03/12/08
1	WEEDEATER	STIHL	FS250R	WEEDEATER	5801	\$389.49	MAINT	03/12/08
1	WEEDEATER	STIHL	FS250R	WEEDEATER	279628510	\$406.32	MAINT	09/21/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	5787	\$389.49	MAINT	03/12/08
1	WEEDEATER	STIHL	FS250R	WEEDEATER	6452	\$389.49	MAINT	03/12/08
1	WEEDEATER	STIHL	FS250R	WEEDEATER	6449	\$389.49	MAINT	03/12/08
1	WEEDEATER	STIHL	FS250R	WEEDEATER	6453	\$389.49	MAINT	03/12/08
1	WEEDEATER	STIHL	FS250R	WEEDEATER	280538314	\$406.32	MAINT	10/29/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	280538247	\$406.32	MAINT	10/29/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	280538499	\$406.32	MAINT	10/29/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	280538563	\$406.32	MAINT	10/29/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	6454	\$389.49	MAINT	03/12/08
1	WEEDEATER	STIHL	FS250R	WEEDEATER	6456	\$389.49	MAINT	03/12/08
1	WEEDEATER	STIHL	FS250R	WEEDEATER	5803	\$389.49	MAINT	03/12/08
1	WEEDEATER	STIHL	FS250R	WEEDEATER	6442	\$389.49	MAINT	03/12/08
1	WEEDEATER	STIHL	FS250R	WEEDEATER	280538558	\$406.32	MAINT	10/29/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	277113043	\$393.06	MAINT	03/19/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	278123739	\$393.06	MAINT	03/19/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	279665568	\$406.32	MAINT	09/21/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	280538122	\$406.32	MAINT	10/22/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	277113064	\$393.06	MAINT	03/19/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	280538460	\$406.32	MAINT	10/22/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	280538458	\$406.33	MAINT	10/22/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	280538424	\$406.33	MAINT	10/22/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	278123752	\$393.06	MAINT	03/19/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	277113035	\$393.06	MAINT	03/19/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	276062336	\$402.17	MAINT	08/07/08
1	WEEDEATER	STIHL	FS250R	WEEDEATER	28123762	\$393.06	MAINT	03/19/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	277113060	\$393.06	MAINT	03/19/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	277113036	\$393.06	MAINT	03/19/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	277113062	\$393.06	MAINT	03/19/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	278123753	\$393.06	MAINT	03/19/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	277113067	\$393.06	MAINT	03/19/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	277113066	\$393.06	MAINT	03/19/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	276989093	\$393.06	MAINT	03/19/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	276989106	\$393.06	MAINT	03/19/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	6244	\$367.96	MAINT	03/02/07
1	WEEDEATER	STIHL	FS250R	WEEDEATER	276989104	\$393.06	MAINT	03/19/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	6232	\$367.96	MAINT	03/02/07
1	WEEDEATER	STIHL	FS250R	WEEDEATER	277113072	\$393.06	MAINT	03/19/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	279552235	\$450.45	MAINT	03/19/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	276062319	\$402.18	MAINT	08/07/08
1	WEEDEATER	STIHL	FS250R	WEEDEATER	261293615	\$402.18	MAINT	08/07/08
1	WEEDEATER	STIHL	FS250R	WEEDEATER	269142758	\$344.47	MAINT	08/18/06
1	WEEDEATER	STIHL	FS250R	WEEDEATER	278123750	\$393.06	MAINT	03/19/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	278123743	\$393.06	MAINT	03/19/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	278123773	\$393.06	MAINT	03/19/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	278123759	\$393.06	MAINT	03/19/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	6275	\$367.96	MAINT	03/02/07
1	WEEDEATER	STIHL	FS250R	WEEDEATER	276989096	\$393.06	MAINT	03/19/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	279552238	\$450.45	MAINT	03/19/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	279552226	\$450.45	MAINT	03/19/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	278123748	\$393.06	MAINT	03/19/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	6534	\$389.49	MAINT	03/12/08
1	WEEDEATER	STIHL	FS250R	WEEDEATER	279552253	\$450.45	MAINT	03/19/09
1	WEEDEATER	STIHL	FS250R	WEEDEATER	278123741	\$393.06	MAINT	03/19/09