



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

December 6, 2018

Tom Loftus, Inc. D/B/A Austin Turf & Tractor
Chad Mobley
809 Steve Hawkins Pkwy
Marble Falls, TX 78654
chad.mobley@austinturf.com

Dear Mr. Mobley:

The City of Austin approved the execution of a contract with your company for golf course equipment replacement parts.

Responsible Department:	Parks and Recreation Department
Department Contact Person:	Nick Smitham
Department Contact Email Address:	nick.smitham@austintexas.gov
Department Contact Telephone:	(512) 974-1515
Project Name:	Golf Course Equipment Replacement Parts
Contractor Name:	Austin Turf & Tractor
Contract Number:	MA 8600 NS190000008
Contract Period:	12/6/2018 – 12/5/2023
Dollar Amount	\$285,000.00
Requisition Number:	RQM 8600 18080300666

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Jonathan Dalchau
Procurement Specialist IV
City of Austin
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
TOM LOFTUS, INC. D/B/A AUSTIN TURF & TRACTOR
FOR
GOLF COURSE EQUIPMENT REPLACEMENT PARTS
MA 8600 NS190000008**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Tom Loftus, Inc. D/B/A Austin Turf & Tractor ("Contractor"), having offices at 809 Steve Hawkins Pkwy, Marble Falls, TX 78654.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

- 1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.
- 1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for providing the commodities identified in Section 2. In the event that the need arises for the Contractor to provide deliverables beyond those stated in the Section 2, the Contractor and the City shall negotiate mutually agreeable terms and compensation for such.
- 1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in delivering the commodities. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress.
- 1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Chad Mobley, (800) 528-4290, Email Address: chad.mobley@austinturf.com. The City's Contract Manager for the engagement shall be Nick Smitham, (512) 974-1515, Email Address: nick.smitham@austintexas.gov. The City's and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK

- 2.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
- 2.2 **Contractor Requirements.**
 - 2.2.1 The Contractor shall provide the City a minimum ten percent (10%) discount off the Manufacturers Suggested Retail Pricing (MSRP) for their entire catalogue of parts.
 - 2.2.2 Upon the City's request, the Contractor shall submit a written quote for parts under this contract within one (1) day of a request, or at a time mutually agreed to between the Contractor and the requesting City representative.
 - 2.2.3 The Contractor shall deliver all repair parts FOB Destination for orders that total \$500.00 or more. The Contractor may charge the City the actual shipping rates for orders that total less than \$500.00 or requested for overnight delivery. The Contractor shall not charge the City for shipping costs without prior written approval from the requesting City representative. The City will not pay mileage or travel time.
 - 2.2.4 The Contractor shall ship all multi-item orders as a complete order, unless approved in writing prior to shipment by the requesting City representative.

2.2.5 The Contractor shall provide a MSRP pricelist of all parts available through the contract within one (1) week of request by the City, and at least one (1) week prior to any manufactures price increase, or at a time mutually agreed to between the Contractor and the City.

2.2.6 The Contractor shall provide MSRP price as well as discounted price on all invoices.

SECTION 3. COMPENSATION

3.1 **Contract Amount.** The Contractor will be paid a total amount Not-to-Exceed \$285,000.00 for the initial contract term. Payment shall be made upon successful completion of delivery of goods as outlined in each individual Delivery Order.

3.2 **Invoices.**

3.2.1 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. 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, shall be attached to the invoice. Invoices shall be mailed to the below address:

	City of Austin
Department	Parks and Recreation Department
Attn:	Accounts Payable
Address	200 S. Lamar Blvd.
City, State, Zip Code	Austin, TX 78704
Email	PARDAccountsPayable@austintexas.gov and Russell.Kester@austintexas.gov

3.2.2 The City will provide a contract card to the Contractor for immediate payment to be made only when parts orders are shipped. At the time contract card is entered by Contractor, the Contractor shall email an invoice pertaining to parts order to the email addresses listed above, or as directed by the requesting City representative.

3.2.3 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.3 **Payment.**

3.3.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.3.2 **If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

3.3.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

3.3.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

3.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

- 3.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - 3.3.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - 3.3.3.7 failure of the Contractor to comply with any material provision of the Contract Documents.
- 3.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- 3.3.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.
- 3.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

SECTION 4. TERM AND TERMINATION

- 4.1 **Term of Contract.** The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of sixty (60) months.
- 4.1.1 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract (not exceed 120 calendar days unless mutually agreed on in writing).
- 4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- 4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.
- 4.4 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

- 4.5 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 4.6 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER DELIVERABLES

- 5.1 **Insurance:** The following insurance requirements apply.

5.1.1 **General Requirements.**

- 5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.
- 5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.
- 5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- 5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- 5.1.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- 5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- 5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

OR

PURInsuranceCompliance@austintexas.gov

- 5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- 5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- 5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- 5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based

upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

- 5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- 5.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
- 5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

- 5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
- 5.1.2.1.2 Contractor/Subcontracted Work.
- 5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.
- 5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.
- 5.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.
- 5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

- 5.1.2.2.1 Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.
- 5.1.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement CA0244, or equivalent coverage.
- 5.1.2.2.3 The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

5.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

- 5.1.2.3.1 The Contractor's policy shall apply to the State of Texas.
- 5.1.2.3.2 Waiver of Subrogation, Form WC420304, or equivalent coverage.
- 5.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC420601, or equivalent coverage.

5.2 **Contractor To Package Deliverables.** The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement 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 list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

- 5.3 **Shipment Under Reservation Prohibited.** The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.
- 5.4 **Title & Risk of Loss.** Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.
- 5.5 **Right Of Inspection And Rejection.** The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
- 5.6 **No Replacement Of Defective Tender.** Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
- 5.7 **Equal Opportunity.**
- 5.7.1 **Equal Employment Opportunity.** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- 5.7.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.
- 5.8 **Acceptance of Incomplete or Non-Conforming Deliverables.** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
- 5.9 **Delays.**
- 5.9.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- 5.9.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

- 5.10 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
- 5.11 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 6. WARRANTIES

6.1 Warranty – Price.

- 6.1.1 The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.
- 6.1.2 In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

SECTION 7. MISCELLANEOUS

- 7.1 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.
- 7.2 **Significant Event.** The Contractor shall immediately notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:
- 7.2.1 disposal of major assets;
 - 7.2.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;
 - 7.2.3 any significant termination or addition of provider contracts;
 - 7.2.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;
 - 7.2.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;
 - 7.2.6 reorganization, reduction and/or relocation in key personnel;
 - 7.2.7 known or anticipated sale, merger, or acquisition;
 - 7.2.8 known, planned or anticipated stock sales;
 - 7.2.9 any litigation against the Contractor; or
 - 7.2.10 significant change in market share or product focus.

7.3 Audits and Records.

7.3.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.3.2 Records Retention:

7.3.2.1 Contractor is subject to City Code 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.

7.3.2.2 All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City

7.3.3 The Contractor shall include sections 7.5.1 and 7.5.2 above in all subcontractor agreements entered into in connection with this Contract.

7.4 **Indemnity.**

7.4.1 Definitions:

7.4.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.4.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.4.2 **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

7.5 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.6 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices

delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:
City of Austin, Purchasing Office
ATTN: DeJuan Brown, Contract Administrator
P O Box 1088
Austin, TX 78767

To the Contractor:
Tom Loftus, Inc. D/B/A Austin Turf & Tractor
ATTN: Chad Mobley, Contract Manager
809 Steve Hawkins Pkwy
Marble Falls, TX 78654

- 7.7 **Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
- 7.8 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
- 7.9 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
- 7.10 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
- 7.11 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
- 7.12 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 7.13 **Modifications.** The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
- 7.14 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
- 7.15 **Dispute Resolution.**

7.15.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.15.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.16 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.17 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.18 **Holidays.** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

- 7.19 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.
- 7.20 **Non-Suspension or Debarment Certification.** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 7.21 **Incorporation of Documents.** Section 0100, Standard Purchase Definitions, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address:
https://assets.austintexas.gov/purchase/downloads/standard_purchase_definitions.pdf

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

TOM LOFTUS, INC. D/B/A AUSTIN TURF & TRACTOR

By: _____
Signature

Name: _____
Printed Name

Title: _____

Date: _____

CITY OF AUSTIN

By: _____
Signature

Name: _____
Printed Name

Title: _____

Date: _____

List of Exhibits:

Exhibit A Non-Discrimination Certification, Section 0800

EXHIBIT A
CITY OF AUSTIN, TEXAS
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas
Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

**EXHIBIT A
CITY OF AUSTIN, TEXAS
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 4th day of December, 2018

CONTRACTOR

Authorized
Signature

Title

Austin Turf & Tractor

[Signature]

Director of Sales

3. Forward the completed and signed Certificate of Exemption to the Purchasing Office along with the following documentation:

Formatted: Indent: Left: 0", First line: 0"

- ☒ Scope of Work or Statement of Work or Vendor Proposal
- ☒ Vendor's Quote
- ☒ Project timeline with associated tasks, schedule of deliverables or milestones, and proposed payment schedule
- ☒ Vendor's or Manufacturer's (if vendor is a sole authorized distributor) sole source letter: less than 6 months old, signed by an authorized representative, and on company letterhead, should clearly state they are the sole provider and explain why

4. Based on the above facts and supporting documentation, the City of Austin has deemed this procurement to be exempt from competitive procurement requirements pursuant to Texas Local Government Code section 252.022(7) and will contract with:

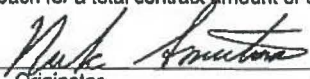
(Vendor Name): Austin Turf & Tractor, (Tom Loftus) for

(Description of Procurement): John Deere, Dakota, Turfco, Smithco sales, service and parts

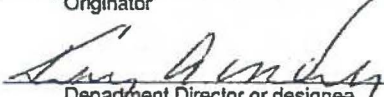
5. Check the contract type (one-time or multi-term) and fill in the dollar amount and term as applicable:

- ☐ This is a one-time request for \$ _____
- ☒ This is a multi-term contract request for 36 (# months for base term) in the amount of \$ 57,000.00 with 2 years (# of renewal options) for \$ 57,000.00 each for a total contract amount of \$ 57,000.00


Recommended
Certification

 7/20/18
Originator Date

Approved
Certification

 7-31-18
Department Director or designee Date

Purchasing Office
Review

Assistant City Manager / General Manager Date
(procurements requiring Council approval)
 11/27/2018
Authorized Purchasing Office Staff Date

Purchasing Office
Management Review

Purchasing Officer or designee Date
(procurements requiring Council approval)



July 18, 2018

To: City of Austin
From: Ben Rutland

Re: John Deere parts discount

Per the sole source letter from Deere & Company, Tom Loftus INC. DBA Austin Turf & Tractor is the sole John Deere equipment provider for the City of Austin. Austin Turf & Tractor will provide the City of Austin with a 10% discount from MSRP on all John Deere products we represent.

Thanks,

A handwritten signature in black ink, appearing to read 'Ben Rutland', with a long, sweeping horizontal stroke extending to the right.

Ben Rutland
North Texas Operations MGR
Austin Turf & Tractor
809 Steve Hawkins PKWY
Marble Falls, TX 78654



JOHN DEERE GOLF

Agriculture & Turf Division
2000 John Deere Run, Cary, NC 27513
Phone: 972-880-0494
E-mail:
FreshwaterJeffreyC@JohnDeere.com

Jeff Freshwater
Manager – Regional Sales

May 31, 2018

City of Austin:

This is to confirm that Austin Turf and Tractor, operating out of 809 Steve Hawkins Pkwy in Marble Falls, TX, is the exclusive supplier of John Deere Core* golf equipment and core parts for the following counties in Texas:

State	County	Dealer
TX	Anderson	Austin Turf & Tractor - Marble Falls (045236)
TX	Andrews	Austin Turf & Tractor - Marble Falls (045236)
TX	Aransas	Austin Turf & Tractor - Marble Falls (045236)
TX	Archer	Austin Turf & Tractor - Marble Falls (045236)
TX	Armstrong	Austin Turf & Tractor - Marble Falls (045236)
TX	Atascosa	Austin Turf & Tractor - Marble Falls (045236)
TX	Bailey	Austin Turf & Tractor - Marble Falls (045236)
TX	Bandera	Austin Turf & Tractor - Marble Falls (045236)
TX	Bastrop	Austin Turf & Tractor - Marble Falls (045236)
TX	Baylor	Austin Turf & Tractor - Marble Falls (045236)
TX	Bee	Austin Turf & Tractor - Marble Falls (045236)
TX	Bell	Austin Turf & Tractor - Marble Falls (045236)
TX	Bexar	Austin Turf & Tractor - Marble Falls (045236)
TX	Blanco	Austin Turf & Tractor - Marble Falls (045236)
TX	Borden	Austin Turf & Tractor - Marble Falls (045236)
TX	Bosque	Austin Turf & Tractor - Marble Falls (045236)
TX	Bowie	Austin Turf & Tractor - Marble Falls (045236)
TX	Brewster	Austin Turf & Tractor - Marble Falls (045236)
TX	Briscoe	Austin Turf & Tractor - Marble Falls (045236)
TX	Brooks	Austin Turf & Tractor - Marble Falls (045236)
TX	Brown	Austin Turf & Tractor - Marble Falls (045236)
TX	Burnet	Austin Turf & Tractor - Marble Falls (045236)
TX	Caldwell	Austin Turf & Tractor - Marble Falls (045236)
TX	Callahan	Austin Turf & Tractor - Marble Falls (045236)
TX	Cameron	Austin Turf & Tractor - Marble Falls (045236)
TX	Camp	Austin Turf & Tractor - Marble Falls (045236)
TX	Carson	Austin Turf & Tractor - Marble Falls (045236)
TX	Cass	Austin Turf & Tractor - Marble Falls (045236)



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TX	Castro	Austin Turf & Tractor - Marble Falls (045236)
TX	Cherokee	Austin Turf & Tractor - Marble Falls (045236)
TX	Childress	Austin Turf & Tractor - Marble Falls (045236)
TX	Clay	Austin Turf & Tractor - Marble Falls (045236)
TX	Cochran	Austin Turf & Tractor - Marble Falls (045236)
TX	Coke	Austin Turf & Tractor - Marble Falls (045236)
TX	Coleman	Austin Turf & Tractor - Marble Falls (045236)
TX	Collin	Austin Turf & Tractor - Marble Falls (045236)
TX	Collingsworth	Austin Turf & Tractor - Marble Falls (045236)
TX	Comal	Austin Turf & Tractor - Marble Falls (045236)
TX	Comanche	Austin Turf & Tractor - Marble Falls (045236)
TX	Concho	Austin Turf & Tractor - Marble Falls (045236)
TX	Cooke	Austin Turf & Tractor - Marble Falls (045236)
TX	Coryell	Austin Turf & Tractor - Marble Falls (045236)
TX	Cottle	Austin Turf & Tractor - Marble Falls (045236)
TX	Crane	Austin Turf & Tractor - Marble Falls (045236)
TX	Crockett	Austin Turf & Tractor - Marble Falls (045236)
TX	Crosby	Austin Turf & Tractor - Marble Falls (045236)
TX	Culberson	Austin Turf & Tractor - Marble Falls (045236)
TX	Dallam	Austin Turf & Tractor - Marble Falls (045236)
TX	Dallas	Austin Turf & Tractor - Marble Falls (045236)
TX	Dawson	Austin Turf & Tractor - Marble Falls (045236)
TX	Deaf Smith	Austin Turf & Tractor - Marble Falls (045236)
TX	Delta	Austin Turf & Tractor - Marble Falls (045236)
TX	Denton	Austin Turf & Tractor - Marble Falls (045236)
TX	DeWitt	Austin Turf & Tractor - Marble Falls (045236)
TX	Dickens	Austin Turf & Tractor - Marble Falls (045236)
TX	Dimmit	Austin Turf & Tractor - Marble Falls (045236)
TX	Donley	Austin Turf & Tractor - Marble Falls (045236)
TX	Duval	Austin Turf & Tractor - Marble Falls (045236)
TX	Eastland	Austin Turf & Tractor - Marble Falls (045236)
TX	Ector	Austin Turf & Tractor - Marble Falls (045236)
TX	Edwards	Austin Turf & Tractor - Marble Falls (045236)
TX	El Paso	Austin Turf & Tractor - Marble Falls (045236)
TX	Ellis	Austin Turf & Tractor - Marble Falls (045236)
TX	Erath	Austin Turf & Tractor - Marble Falls (045236)
TX	Falls	Austin Turf & Tractor - Marble Falls (045236)
TX	Fannin	Austin Turf & Tractor - Marble Falls (045236)
TX	Fisher	Austin Turf & Tractor - Marble Falls (045236)
TX	Floyd	Austin Turf & Tractor - Marble Falls (045236)
TX	Foard	Austin Turf & Tractor - Marble Falls (045236)



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TX	Franklin	Austin Turf & Tractor - Marble Falls (045236)
TX	Freestone	Austin Turf & Tractor - Marble Falls (045236)
TX	Frio	Austin Turf & Tractor - Marble Falls (045236)
TX	Gaines	Austin Turf & Tractor - Marble Falls (045236)
TX	Garza	Austin Turf & Tractor - Marble Falls (045236)
TX	Gillespie	Austin Turf & Tractor - Marble Falls (045236)
TX	Glasscock	Austin Turf & Tractor - Marble Falls (045236)
TX	Goliad	Austin Turf & Tractor - Marble Falls (045236)
TX	Gonzales	Austin Turf & Tractor - Marble Falls (045236)
TX	Gray	Austin Turf & Tractor - Marble Falls (045236)
TX	Grayson	Austin Turf & Tractor - Marble Falls (045236)
TX	Gregg	Austin Turf & Tractor - Marble Falls (045236)
TX	Guadalupe	Austin Turf & Tractor - Marble Falls (045236)
TX	Hale	Austin Turf & Tractor - Marble Falls (045236)
TX	Hall	Austin Turf & Tractor - Marble Falls (045236)
TX	Hamilton	Austin Turf & Tractor - Marble Falls (045236)
TX	Hansford	Austin Turf & Tractor - Marble Falls (045236)
TX	Hardeman	Austin Turf & Tractor - Marble Falls (045236)
TX	Harrison	Austin Turf & Tractor - Marble Falls (045236)
TX	Hartley	Austin Turf & Tractor - Marble Falls (045236)
TX	Haskell	Austin Turf & Tractor - Marble Falls (045236)
TX	Hays	Austin Turf & Tractor - Marble Falls (045236)
TX	Hemphill	Austin Turf & Tractor - Marble Falls (045236)
TX	Henderson	Austin Turf & Tractor - Marble Falls (045236)
TX	Hidalgo	Austin Turf & Tractor - Marble Falls (045236)
TX	Hill	Austin Turf & Tractor - Marble Falls (045236)
TX	Hockley	Austin Turf & Tractor - Marble Falls (045236)
TX	Hood	Austin Turf & Tractor - Marble Falls (045236)
TX	Hopkins	Austin Turf & Tractor - Marble Falls (045236)
TX	Howard	Austin Turf & Tractor - Marble Falls (045236)
TX	Hudspeth	Austin Turf & Tractor - Marble Falls (045236)
TX	Hunt	Austin Turf & Tractor - Marble Falls (045236)
TX	Hutchinson	Austin Turf & Tractor - Marble Falls (045236)
TX	Irion	Austin Turf & Tractor - Marble Falls (045236)
TX	Jack	Austin Turf & Tractor - Marble Falls (045236)
TX	Jeff Davis	Austin Turf & Tractor - Marble Falls (045236)
TX	Jim Hogg	Austin Turf & Tractor - Marble Falls (045236)
TX	Jim Wells	Austin Turf & Tractor - Marble Falls (045236)
TX	Johnson	Austin Turf & Tractor - Marble Falls (045236)
TX	Jones	Austin Turf & Tractor - Marble Falls (045236)
TX	Karnes	Austin Turf & Tractor - Marble Falls (045236)



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TX	Kaufman	Austin Turf & Tractor - Marble Falls (045236)
TX	Kendall	Austin Turf & Tractor - Marble Falls (045236)
TX	Kenedy	Austin Turf & Tractor - Marble Falls (045236)
TX	Kent	Austin Turf & Tractor - Marble Falls (045236)
TX	Kerr	Austin Turf & Tractor - Marble Falls (045236)
TX	Kimble	Austin Turf & Tractor - Marble Falls (045236)
TX	King	Austin Turf & Tractor - Marble Falls (045236)
TX	Kinney	Austin Turf & Tractor - Marble Falls (045236)
TX	Kleberg	Austin Turf & Tractor - Marble Falls (045236)
TX	Knox	Austin Turf & Tractor - Marble Falls (045236)
TX	La Salle	Austin Turf & Tractor - Marble Falls (045236)
TX	Lamar	Austin Turf & Tractor - Marble Falls (045236)
TX	Lamb	Austin Turf & Tractor - Marble Falls (045236)
TX	Lampasas	Austin Turf & Tractor - Marble Falls (045236)
TX	Limestone	Austin Turf & Tractor - Marble Falls (045236)
TX	Lipscomb	Austin Turf & Tractor - Marble Falls (045236)
TX	Live Oak	Austin Turf & Tractor - Marble Falls (045236)
TX	Llano	Austin Turf & Tractor - Marble Falls (045236)
TX	Loving	Austin Turf & Tractor - Marble Falls (045236)
TX	Lubbock	Austin Turf & Tractor - Marble Falls (045236)
TX	Lynn	Austin Turf & Tractor - Marble Falls (045236)
TX	Marion	Austin Turf & Tractor - Marble Falls (045236)
TX	Martin	Austin Turf & Tractor - Marble Falls (045236)
TX	Mason	Austin Turf & Tractor - Marble Falls (045236)
TX	Maverick	Austin Turf & Tractor - Marble Falls (045236)
TX	McCulloch	Austin Turf & Tractor - Marble Falls (045236)
TX	McLennan	Austin Turf & Tractor - Marble Falls (045236)
TX	McMullen	Austin Turf & Tractor - Marble Falls (045236)
TX	Medina	Austin Turf & Tractor - Marble Falls (045236)
TX	Menard	Austin Turf & Tractor - Marble Falls (045236)
TX	Midland	Austin Turf & Tractor - Marble Falls (045236)
TX	Mills	Austin Turf & Tractor - Marble Falls (045236)
TX	Mitchell	Austin Turf & Tractor - Marble Falls (045236)
TX	Montague	Austin Turf & Tractor - Marble Falls (045236)
TX	Moore	Austin Turf & Tractor - Marble Falls (045236)
TX	Morris	Austin Turf & Tractor - Marble Falls (045236)
TX	Motley	Austin Turf & Tractor - Marble Falls (045236)
TX	Navarro	Austin Turf & Tractor - Marble Falls (045236)
TX	Nolan	Austin Turf & Tractor - Marble Falls (045236)
TX	Nueces	Austin Turf & Tractor - Marble Falls (045236)
TX	Ochiltree	Austin Turf & Tractor - Marble Falls (045236)



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TX	Oldham	Austin Turf & Tractor - Marble Falls (045236)
TX	Palo Pinto	Austin Turf & Tractor - Marble Falls (045236)
TX	Panola	Austin Turf & Tractor - Marble Falls (045236)
TX	Parker	Austin Turf & Tractor - Marble Falls (045236)
TX	Parmer	Austin Turf & Tractor - Marble Falls (045236)
TX	Pecos	Austin Turf & Tractor - Marble Falls (045236)
TX	Potter	Austin Turf & Tractor - Marble Falls (045236)
TX	Presidio	Austin Turf & Tractor - Marble Falls (045236)
TX	Rains	Austin Turf & Tractor - Marble Falls (045236)
TX	Randall	Austin Turf & Tractor - Marble Falls (045236)
TX	Reagan	Austin Turf & Tractor - Marble Falls (045236)
TX	Real	Austin Turf & Tractor - Marble Falls (045236)
TX	Red River	Austin Turf & Tractor - Marble Falls (045236)
TX	Reeves	Austin Turf & Tractor - Marble Falls (045236)
TX	Refugio	Austin Turf & Tractor - Marble Falls (045236)
TX	Roberts	Austin Turf & Tractor - Marble Falls (045236)
TX	Rockwall	Austin Turf & Tractor - Marble Falls (045236)
TX	Runnels	Austin Turf & Tractor - Marble Falls (045236)
TX	Rusk	Austin Turf & Tractor - Marble Falls (045236)
TX	San Patricio	Austin Turf & Tractor - Marble Falls (045236)
TX	San Saba	Austin Turf & Tractor - Marble Falls (045236)
TX	Schleicher	Austin Turf & Tractor - Marble Falls (045236)
TX	Scurry	Austin Turf & Tractor - Marble Falls (045236)
TX	Shackelford	Austin Turf & Tractor - Marble Falls (045236)
TX	Sherman	Austin Turf & Tractor - Marble Falls (045236)
TX	Smith	Austin Turf & Tractor - Marble Falls (045236)
TX	Somervell	Austin Turf & Tractor - Marble Falls (045236)
TX	Starr	Austin Turf & Tractor - Marble Falls (045236)
TX	Stephens	Austin Turf & Tractor - Marble Falls (045236)
TX	Sterling	Austin Turf & Tractor - Marble Falls (045236)
TX	Stonewall	Austin Turf & Tractor - Marble Falls (045236)
TX	Sutton	Austin Turf & Tractor - Marble Falls (045236)
TX	Swisher	Austin Turf & Tractor - Marble Falls (045236)
TX	Tarrant	Austin Turf & Tractor - Marble Falls (045236)
TX	Taylor	Austin Turf & Tractor - Marble Falls (045236)
TX	Terrell	Austin Turf & Tractor - Marble Falls (045236)
TX	Terry	Austin Turf & Tractor - Marble Falls (045236)
TX	Throckmorton	Austin Turf & Tractor - Marble Falls (045236)
TX	Titus	Austin Turf & Tractor - Marble Falls (045236)
TX	Tom Green	Austin Turf & Tractor - Marble Falls (045236)



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TX	Travis	Austin Turf & Tractor - Marble Falls (045236)
TX	Upshur	Austin Turf & Tractor - Marble Falls (045236)
TX	Upton	Austin Turf & Tractor - Marble Falls (045236)
TX	Uvalde	Austin Turf & Tractor - Marble Falls (045236)
TX	Val Verde	Austin Turf & Tractor - Marble Falls (045236)
TX	Van Zandt	Austin Turf & Tractor - Marble Falls (045236)
TX	Ward	Austin Turf & Tractor - Marble Falls (045236)
TX	Webb	Austin Turf & Tractor - Marble Falls (045236)
TX	Wheeler	Austin Turf & Tractor - Marble Falls (045236)
TX	Wichita	Austin Turf & Tractor - Marble Falls (045236)
TX	Wilbarger	Austin Turf & Tractor - Marble Falls (045236)
TX	Willacy	Austin Turf & Tractor - Marble Falls (045236)
TX	Williamson	Austin Turf & Tractor - Marble Falls (045236)
TX	Wilson	Austin Turf & Tractor - Marble Falls (045236)
TX	Winkler	Austin Turf & Tractor - Marble Falls (045236)
TX	Wise	Austin Turf & Tractor - Marble Falls (045236)
TX	Wood	Austin Turf & Tractor - Marble Falls (045236)
TX	Yoakum	Austin Turf & Tractor - Marble Falls (045236)
TX	Young	Austin Turf & Tractor - Marble Falls (045236)
TX	Zapata	Austin Turf & Tractor - Marble Falls (045236)
TX	Zavala	Austin Turf & Tractor - Marble Falls (045236)

Core golf equipment includes reel mowers, independent deck rotary rough mowers, bunker rakes, aerators, debris maintenance equipment, ProGators, and TX Turf Gators.

*Core golf equipment include the following John Deere models:

1000,1500,2000,800,1200A,1200H,TC125,7500,8000,8500,8700,7700,2500,9009,7200,7400,8800,8900, 2653,180,220,260,22B,2020,2030, TX Turf Gator.

If you have any questions, please feel free to contact me.

Sincerely,

Jeff Freshwater

Jeff Freshwater
Manager – Regional Sales, John Deere Golf