



# CITY OF HOUSTON INVITATION TO BID

Issued: July 2, 1999  
Revised by Clarification Letter #1 July 16, 1999

## **Bid Opening:**

Sealed bids, in duplicate, will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby until 10:30 A.M. Thursday, **August 5, 1999**, and all bids will be opened and publicly read in the City Council Chamber at 11:00 A.M. on that date for the purchase of:

## **LANDSCAPING SERVICE FOR CONVENTION & ENTERTAINMENT FACILITIES DEPARTMENT BID # LC-N-0734-099-12374**

## **Buyer:**

Should you have any questions or comments regarding this bid package, contact **Lewis Massingill, Specification Analyst, at (713) 247-1216.**

## **Prebid Conference:**

A Pre-Bid Conference will be held for all Prospective Bidders in the Strategic Purchasing Division, Concourse Level, Conference Room #2, City Hall, 901 Bagby, at 1:30 P.M. on **Wednesday July 14, 1999,**

**All Prospective Bidders are urged to be present. It is the bidder's responsibility to ensure that they have secured and thoroughly reviewed all aspects of the bidding documents prior to the Pre-Bid Conference. Any revisions to be incorporated into this bidding document arising from discussions before, during and subsequent to the pre-bid conference will be confirmed in writing by Letter(s) of Clarification prior to the bid due date. No verbal responses will otherwise alter the specifications, terms and conditions as stated herein.**

**Bidding forms, specifications and all necessary information may be obtained from the office of the City Purchasing Agent, 901 Bagby, 1st Floor, Houston, Texas 77002. Complete work site maps may only be picked up in person from this location.**

**The place of the bid opening may be transferred in accordance with Paragraph B (5) of Section 2-3 of The Code of Ordinances, Houston, Texas. The bid opening meeting may be rescheduled in accordance with Paragraph B (6) of said Section 2-3.**

**The City reserves the right to reject any or all bids, or to accept any bid or combination of bids deemed advantageous to it.**

**CITY EMPLOYEES ARE PROHIBITED FROM BIDDING ON THIS SOLICITATION IN ACCORDANCE WITH THE CODE OF ORDINANCES SECTION 15 - 1.**

This Bid Document (excluding the work site maps) can be downloaded from the Internet at:  
[www.ci.houston.tx.us/~fa\\_spd](http://www.ci.houston.tx.us/~fa_spd)

SEE PAGE 3 FOR TABLE OF CONTENTS

**\*NOTE: TO BE CONSIDERED FOR AWARD PLEASE SUBMIT ALL PAGES FROM SECTION A (OFFICIAL BID FORM) AND HAVE SIGNATURE FROM A COMPANY OFFICIAL AUTHORIZED TO BIND THE COMPANY**

## INSTRUCTIONS TO BIDDERS

1. All bids must be on forms furnished by the Purchasing Section of the Procurement Services Division, Finance and Administration Department, and must be written in ink or by typewriter. Pencil quotations will not be considered. Bids should be filed in duplicate and at least one copy of the bid must be manually signed in ink by an authorized officer of the company.
2. **TIME AND DATE:** Bids **MUST** be in the Office of City Secretary, City Hall Annex, Public Level, 900 Bagby, at or before 10:30 A.M. on the day bids are due; an early postmark will not suffice. Be sure you have an allowed ample time for postal delivery. Bids mailed on the day before bids are due are not received in time to be considered.
3. **WITHDRAWAL OF BID:** A bidder may withdraw his proposal before the expiration of the time during which proposal may be submitted, without prejudice to himself, by submitting a written request for its withdrawal to the officer who holds it.
4. Bids should show net prices, extensions and net total. In case of conflict between unit price and extension, the unit price will govern.
5. No change in price will be considered after bids have been opened.
6. This proposal must not be altered. Any erasure or alteration of figures may invalidate the bid on the item on which the erasure or alteration is made.
7. Bids will not be considered in cases in which bidder quotes an item price and also an alternate price on a proposed substitute item, except in cases in which alternate bids are called for. Submission or attachment of Quotation Forms containing alternative terms and/or conditions is not acceptable and can result in your bid being determined as non-responsive. If you wish to submit more than one bid on the same item, you must submit separate bid forms for each submission, complete with signature page.
8. All bids are for delivery not later than the time stated in the specifications, F.O.B. the point of delivery stated in the Specifications and/or Bid Form.
9. Bidders are invited to be present at the opening of bids. After opening, bids may be inspected in the Secretary's Office, City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002.
10. If your firm has chosen not to submit a bid, please complete the No Bid Sheet and submit it to the buyer listed on the cover sheet.

## TABLE OF CONTENTS

	Page
INVITATION TO BID	1
INSTRUCTIONS TO BIDDERS	2
TABLE OF CONTENTS	3
<b>SECTION A OFFICIAL BID FORM</b>	4 - 55
<b>SECTION B SPECIFICATIONS LANDSCAPE MANAGEMENT</b>	
<b>I. BACKGROUND</b>	3
I. Introduction	56
II. Facilities	56
<b>II. SPECIFICATIONS FOR LANDSCAPE MANAGEMENT</b>	
I. Workmanship and Inspection	57
II. Power Tools and Equipment	57
III. Labor, Supervision and Damage	57
IV. Materials	58
V. Work Procedure	58
A. Maintenance of Turf Areas	58
B. Periodic Services/Work Tasks and Frequency	59
C. Maintenance of Shrub and Ground Cover Areas	61
D. Maintenance of Trees	62
E. Maintenance of Sprinkler Systems	63
VI. Safety	64
VII. Uniforms	64
VIII. Special Requirements—Licenses	64
IX. Change Orders	65
X. Additions & Deletions	65
<b>III. SPECIFICATIONS FOR ROSES</b>	
I. Pruning	67
II. Fertilization	67
III. Sanitation	67
IV. Leaf Removal	67
V. Irrigation	68
VI. Clip/Deadhead	68
VII. Mulch	68
VIII. Pesticides	68
A. Fungal	68
B. Bacterial	68
C. Insects	68
<b>IV. SCHEDULE FORMS</b>	69-77
<b>SECTION C - GENERAL TERMS &amp; CONDITIONS</b>	78-106
<b>SECTION D - SITE MAPS</b>	107

SECTION A  
OFFICIAL BID FORM



**LANDSCAPING SERVICE  
FOR CONVENTION & ENTERTAINMENT FACILITIES DEPARTMENT  
BID # LC-N-0734-099-12374**

To The Honorable Mayor  
and Members of the City Council  
of the City of Houston, Texas (the "City"):

The undersigned Bidder hereby offers to contract with the City upon the terms and conditions stated in that certain "**Contract for Landscaping Service for a three (3) year period with two (2) option years for the Convention & Entertainment Facilities Department**" which was distributed by the City together with the "Notice to Bidders" and is hereby incorporated herein by this reference (the "Contract"). This offer is made at the following prices. When issued, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the bidder to ensure that it has obtained all such letters. By submitting a bid on this project, bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into its bid.

The City may accept this bid offer by issuance of a Contract covering award of said bid to this Bidder at any time on or before the 180th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 180 days, but shall expire on the 181st day unless the parties mutually agree to an extension of time in writing.

The City of Houston reserves the option to increase or decrease the quantities listed, subject to the availability of funds, and/or make award by line item.

If the City accepts the foregoing offer, this Bidder promises to deliver to the Purchasing Agent of the City, five (5) original counterparts of said Contract duly executed by this Bidder (as "Contractor") in accordance with this paragraph, proof of insurance as outlined in Article VI of the Contract and Performance Bond in accordance with Article VII of the Contract, all on or before the tenth (10th) day following the day this Bidder receives from the City the unsigned counterparts shall be executed so as to make it binding upon the Bidder, and all of the applicable requirements stated in the document entitled "Instructions for Execution of Contract Documents," (which was distributed by the City) shall be complied with.

The right is reserved to accept or reject, in whole or in part, any or all bids received and to make award on the basis of individual items or combination of items, as it is deemed in the best interest of the City.

YEAR ONE	\$ _____
YEAR TWO	\$ _____
YEAR THREE	\$ _____
YEAR FOUR (OPTION YEAR ONE)	\$ _____
YEAR FIVE (OPTION YEAR TWO)	\$ _____
GRAND TOTAL YEARS ONE through FIVE	\$ _____

**BID FEE SCHEDULE YEAR ONE**

**WORTHAM THEATER CENTER SCHEDULE PRICING**

FUNCTION	FREQ	UNIT PRICE	ANNUAL COST
AERIFICATION OF TURF AREAS	2		
BED WEED CONTROL (MANUAL)	49		
BED WEED CONTROL (PRE-EMERGENT)	4		
DEBRIS DISPOSAL	49		
DISEASE INSPECTION	49		
FIRE ANT CONTROL (SPOT)	49		
FIRE ANT CONTROL (BROADCAST)	3		
FLOOD CLEAN UP	3		
GROUND COVER TRIMMING	20		
GROUND COVER TRIMMING – SCALP	1		
INSECT INSPECTION	49		
IRRIGATION INSPECTION	26		
MANICURED EDGING	49		
MANICURED MOWING	49		
MONOFILAMENT TRIM	49		
MULCH	2		
RYE OVERSEEDING	1		
SEASONAL INSTALLATION	3		
SEASONAL MAINTENANCE	49		
SHRUB & G.C. FERTILIZATION	3		
SHRUB TRIMMING – FORMAL	18		
SHRUB TRIMMING – INFORMAL	4		
SOIL TESTING	3		
SPRAY LINES	24		
TREE PRUNING – MAJOR	1		
TREE PRUNING – MINOR	3		
TURF FERTILIZATION	4		
AERIFICATION OF TURF	4		
PAGE TOTAL:			

**BID FEE SCHEDULE YEAR ONE**

**SWEENEY CLOCK TRIANGLE AND SITE OF NEW MUSIC HALL SCHEDULE PRICING**

FUNCTION	FREQ	UNIT PRICE	ANNUAL COST
AERIFICATION OF TURF AREAS	2		
BED WEED CONTROL (MANUAL)	49		
BED WEED CONTROL (PRE-EMERGENT)	4		
DEBRIS DISPOSAL	49		
DISEASE INSPECTION	49		
FIRE ANT CONTROL (SPOT)	49		
FIRE ANT CONTROL (BROADCAST)	3		
INSECT INSPECTION	49		
IRRIGATION INSPECTION	26		
MANICURED EDGING	49		
MANICURED MOWING	49		
MONOFILAMENT TRIM	49		
MULCH	2		
ROSE FERTILIZATION	10		
ROSE FUNGICIDE APPLICATION	10		
ROSE INSECTICIDE APPLICATION	10		
ROSE PRUNING - DEADHEAD	49		
ROSE PRUNING - MAJOR	1		
RYE OVERSEEDING	1		
SHRUB & G.C. FERTILIZATION	3		
SHRUB TRIMMING - FORMAL	18		
SHRUB TRIMMING - INFORMAL	4		
SOIL TESTING	3		
SPRAY LINES	24		
TURF FERTILIZATION	4		
PAGE TOTAL:			

**BID FEE SCHEDULE YEAR ONE**

**ALBERT THOMAS WEST HALL SCHEDULE PRICING**

FUNCTION	FREQ	UNIT PRICE	ANNUAL COST
AERIFICATION OF TURF AREAS	2		
BED WEED CONTROL (MANUAL)	49		
BED WEED CONTROL (PRE-EMERGENT)	4		
DEBRIS DISPOSAL	49		
DISEASE INSPECTION	49		
FIRE ANT CONTROL (SPOT)	49		
FIRE ANT CONTROL (BROADCAST)	3		
FLOOD CLEAN UP	3		
GROUND COVER TRIMMING	20		
GROUND COVER TRIMMING – SCALP	1		
INSECT INSPECTION	49		
IRRIGATION INSPECTION	26		
MANICURED EDGING	49		
MANICURED MOWING	49		
MONOFILAMENT TRIM	49		
MULCH	2		
ROSE FERTILIZATION	10		
ROSE FUNGICIDE APPLICATION	10		
ROSE INSECTICIDE APPLICATION	10		
ROSE PRUNING – DEADHEAD	49		
ROSE PRUNING – MAJOR	1		
RYE OVERSEEDING	1		
SEASONAL INSTALLATION	3		
SEASONAL MAINTENANCE	49		
SHRUB & G.C. FERTILIZATION	3		
SHRUB TRIMMING – FORMAL	18		
SHRUB TRIMMING – INFORMAL	4		
SOIL TESTING	3		
SPRAY LINES	24		
TREE PRUNING – MAJOR	1		
TREE PRUNING – MINOR	3		
TURF FERTILIZATION	4		
PAGE TOTAL:			

**BID FEE SCHEDULE YEAR ONE**

**GEORGE R. BROWN CONVENTION CENTER SCHEDULE PRICING**

FUNCTION	FREQ	UNIT PRICE	ANNUAL COST
AERIFICATION OF TURF AREAS	2		
BED WEED CONTROL (MANUAL)	49		
BED WEED CONTROL (PRE-EMERGENT)	4		
DEBRIS DISPOSAL	49		
DISEASE INSPECTION	49		
FIRE ANT CONTROL (SPOT)	49		
FIRE ANT CONTROL (BROADCAST)	3		
GROUND COVER TRIMMING	20		
GROUND COVER TRIMMING - SCALP	1		
INSECT INSPECTION	49		
IRRIGATION INSPECTION	26		
MANICURED EDGING	49		
MANICURED MOWING	49		
MONOFILAMENT TRIM	49		
MULCH	2		
ROSE FERTILIZATION	10		
ROSE FUNGICIDE APPLICATION	10		
ROSE INSECTICIDE APPLICATION	10		
ROSE PRUNING – DEADHEAD	49		
ROSE PRUNING – MAJOR	1		
RYE OVERSEEDING	1		
SHRUB & G.C. FERTILIZATION	3		
SHRUB TRIMMING - FORMAL	18		
SHRUB TRIMMING - INFORMAL	4		
SOIL TESTING	3		
SPRAY LINES	24		
TREE PRUNING - MAJOR	1		
TREE PRUNING - MINOR	3		
TURF FERTILIZATION	4		
PAGE TOTAL:			

**BID FEE SCHEDULE YEAR ONE**

**JONES PLAZA SCHEDULE PRICING**

FUNCTION	FREQ	UNIT PRICE	ANNUAL COST
AERIFICATION OF TURF AREAS	2		
BED WEED CONTROL (MANUAL)	49		
BED WEED CONTROL (PRE-EMERGENT)	4		
DEBRIS DISPOSAL	49		
DISEASE INSPECTION	49		
FIRE ANT CONTROL (SPOT)	49		
FIRE ANT CONTROL (BROADCAST)	3		
INSECT INSPECTION	49		
IRRIGATION INSPECTION	26		
MANICURED EDGING	49		
MANICURED MOWING	49		
MONOFILAMENT TRIM	49		
MULCH	2		
RYE OVERSEEDING	1		
SHRUB & G.C. FERTILIZATION	3		
SHRUB TRIMMING - INFORMAL	4		
SOIL TESTING	3		
SPRAY LINES	24		
TREE PRUNING - MAJOR	1		
TREE PRUNING - MINOR	3		
TURF FERTILIZATION	4		
PAGE TOTAL:			

**BID FEE SCHEDULE YEAR ONE**

**JONES HALL SCHEDULE PRICING**

FUNCTION	FREQ	UNIT PRICE	ANNUAL COST
BED WEED CONTROL (MANUAL)	49		
BED WEED CONTROL (PRE-EMERGENT)	4		
DEBRIS DISPOSAL	49		
DISEASE INSPECTION	49		
FIRE ANT CONTROL (SPOT)	49		
FIRE ANT CONTROL (BROADCAST)	3		
GROUND COVER TRIMMING	20		
GROUND COVER TRIMMING - SCALP	1		
INSECT INSPECTION	49		
IRRIGATION INSPECTION	26		
MULCH	2		
SEASONAL INSTALLATION	3		
SEASONAL MAINTENANCE	49		
SHRUB & G.C. FERTILIZATION	3		
SHRUB TRIMMING - FORMAL	18		
SHRUB TRIMMING - INFORMAL	4		
SOIL TESTING	3		
SPRAY LINES	24		
TREE PRUNING - MAJOR	1		
TREE PRUNING - MINOR	3		
TURF FERTILIZATION	4		
PAGE TOTAL:			

**BID FEE SCHEDULE YEAR ONE**

**HOUSTON CENTER FOR THE ARTS SCHEDULE PRICING**

FUNCTION	FREQ./YR.	UNIT PRICE	ANNUAL COST
AERIFICATION OF TURF AREAS	2		
BED WEED CONTROL (MANUAL)	49		
BED WEED CONTROL (PRE-EMERGENT)	4		
DEBRIS DISPOSAL	49		
DISEASE INSPECTION	49		
FIRE ANT CONTROL (SPOT)	49		
FIRE ANT CONTROL (BROADCAST)	3		
GROUND COVER TRIMMING	20		
GROUND COVER TRIMMING SCALP	1		
INSECT INSPECTION	49		
IRRIGATION INSPECTION	26		
MANICURED EDGING	49		
MANICURED MOWING	49		
MONOFILAMENT TRIM	49		
MOWING OF PARKING LOT	12		
MULCH	2		
RYE OVERSEEDING	1		
SEASONAL INSTALLATION	3		
SEASONAL MAINTENANCE	49		
SHRUB & G.C. FERTILIZATION	3		
SHRUB TRIMMING – FORMAL	18		
SHRUB TRIMMING – INFORMAL	4		
SOIL TESTING	3		
SPRAY LINES	24		
TREE PRUNING – MAJOR	1		
TREE PRUNING – MINOR	3		
TURF FERTILIZATION	4		
PAGE TOTAL:			

**BID FEE SCHEDULE YEAR ONE**

**BUFFALO BAYOU SCHEDULE**

FUNCTION	FREQ	UNIT PRICE	ANNUAL COST
AERIFICATION OF TURF AREAS	2		
BED WEED CONTROL (MANUAL)	49		
BED WEED CONTROL (PRE-EMERGENT)	4		
DEBRIS DISPOSAL	49		
DISEASE INSPECTION	49		
FIRE ANT CONTROL (SPOT)	49		
FIRE ANT CONTROL (BROADCAST)	3		
FLOOD CLEAN UP	3		
GROUND COVER TRIMMING	20		
GROUND COVER TRIMMING - SCALP	1		
INSECT INSPECTION	49		
IRRIGATION INSPECTION	26		
MANICURED EDGING	49		
MANICURED MOWING	49		
MONOFILAMENT TRIM	49		
MULCH	2		
RYE OVERSEEDING	1		
SHRUB & G.C. FERTILIZATION	3		
SHRUB TRIMMING – FORMAL	18		
SHRUB TRIMMING – INFORMAL	4		
SOIL TESTING	3		
SPRAY LINES	24		
TREE PRUNING – MAJOR	1		
TREE PRUNING – MINOR	3		
TURF FERTILIZATION	4		
PAGE TOTAL:			
GRAND TOTAL YEAR ONE:			

**BID FEE SCHEDULE YEAR TWO**

**WORTHAM THEATER CENTER SCHEDULE PRICING**

FUNCTION	FREQ	UNIT PRICE	ANNUAL COST
AERIFICATION OF TURF AREAS	2		
BED WEED CONTROL (MANUAL)	49		
BED WEED CONTROL (PRE-EMERGENT)	4		
DEBRIS DISPOSAL	49		
DISEASE INSPECTION	49		
FIRE ANT CONTROL (SPOT)	49		
FIRE ANT CONTROL (BROADCAST)	3		
FLOOD CLEAN UP	3		
GROUND COVER TRIMMING	20		
GROUND COVER TRIMMING - SCALP	1		
INSECT INSPECTION	49		
IRRIGATION INSPECTION	26		
MANICURED EDGING	49		
MANICURED MOWING	49		
MONOFILAMENT TRIM	49		
MULCH	2		
RYE OVERSEEDING	1		
SEASONAL INSTALLATION	3		
SEASONAL MAINTENANCE	49		
SHRUB & G.C. FERTILIZATION	3		
SHRUB TRIMMING - FORMAL	18		
SHRUB TRIMMING - INFORMAL	4		
SOIL TESTING	3		
SPRAY LINES	24		
TREE PRUNING - MAJOR	1		
TREE PRUNING - MINOR	3		
TURF FERTILIZATION	4		
PAGE TOTAL:			

**BID FEE SCHEDULE YEAR TWO**

**SWEENEY CLOCK TRIANGLE AND SITE OF NEW MUSIC HALL SCHEDULE PRICING**

FUNCTION	FREQ	UNIT PRICE	ANNUAL COST
AERIFICATION OF TURF AREAS	2		
BED WEED CONTROL (MANUAL)	49		
BED WEED CONTROL (PRE-EMERGENT)	4		
DEBRIS DISPOSAL	49		
DISEASE INSPECTION	49		
FIRE ANT CONTROL (SPOT)	49		
FIRE ANT CONTROL (BROADCAST)	3		
INSECT INSPECTION	49		
IRRIGATION INSPECTION	26		
MANICURED EDGING	49		
MANICURED MOWING	49		
MONOFILAMENT TRIM	49		
MULCH	2		
ROSE FERTILIZATION	10		
ROSE FUNGICIDE APPLICATION	10		
ROSE INSECTICIDE APPLICATION	10		
ROSE PRUNING - DEADHEAD	49		
ROSE PRUNING - MAJOR	1		
RYE OVERSEEDING	1		
SHRUB & G.C. FERTILIZATION	3		
SHRUB TRIMMING - FORMAL	18		
SHRUB TRIMMING - INFORMAL	4		
SOIL TESTING	3		
SPRAY LINES	24		
TURF FERTILIZATION	4		
PAGE TOTAL:			

**BID FEE SCHEDULE YEAR TWO**

**ALBERT THOMAS WEST HALL SCHEDULE PRICING**

FUNCTION	FREQ	UNIT PRICE	ANNUAL COST
AERIFICATION OF TURF AREAS	2		
BED WEED CONTROL (MANUAL)	49		
BED WEED CONTROL (PRE-EMERGENT)	4		
DEBRIS DISPOSAL	49		
DISEASE INSPECTION	49		
FIRE ANT CONTROL (SPOT)	49		
FIRE ANT CONTROL (BROADCAST)	3		
FLOOD CLEAN UP	3		
GROUND COVER TRIMMING	20		
GROUND COVER TRIMMING – SCALP	1		
INSECT INSPECTION	49		
IRRIGATION INSPECTION	26		
MANICURED EDGING	49		
MANICURED MOWING	49		
MONOFILAMENT TRIM	49		
MULCH	2		
ROSE FERTILIZATION	10		
ROSE FUNGICIDE APPLICATION	10		
ROSE INSECTICIDE APPLICATION	10		
ROSE PRUNING – DEADHEAD	49		
ROSE PRUNING – MAJOR	1		
RYE OVERSEEDING	1		
SEASONAL INSTALLATION	3		
SEASONAL MAINTENANCE	49		
SHRUB & G.C. FERTILIZATION	3		
SHRUB TRIMMING – FORMAL	18		
SHRUB TRIMMING – INFORMAL	4		
SOIL TESTING	3		
SPRAY LINES	24		
TREE PRUNING – MAJOR	1		
TREE PRUNING – MINOR	3		
TURF FERTILIZATION	4		
PAGE TOTAL:			

**BID FEE SCHEDULE YEAR TWO**

**GEORGE R. BROWN CONVENTION CENTER SCHEDULE PRICING**

FUNCTION	FREQ	UNIT PRICE	ANNUAL COST
AERIFICATION OF TURF AREAS	2		
BED WEED CONTROL (MANUAL)	49		
BED WEED CONTROL (PRE-EMERGENT)	4		
DEBRIS DISPOSAL	49		
DISEASE INSPECTION	49		
FIRE ANT CONTROL (SPOT)	49		
FIRE ANT CONTROL (BROADCAST)	3		
GROUND COVER TRIMMING	20		
GROUND COVER TRIMMING - SCALP	1		
INSECT INSPECTION	49		
IRRIGATION INSPECTION	26		
MANICURED EDGING	49		
MANICURED MOWING	49		
MONOFILAMENT TRIM	49		
MULCH	2		
ROSE FERTILIZATION	10		
ROSE FUNGICIDE APPLICATION	10		
ROSE INSECTICIDE APPLICATION	10		
ROSE PRUNING – DEADHEAD	49		
ROSE PRUNING – MAJOR	1		
RYE OVERSEEDING	1		
SHRUB & G.C. FERTILIZATION	3		
SHRUB TRIMMING - FORMAL	18		
SHRUB TRIMMING - INFORMAL	4		
SOIL TESTING	3		
SPRAY LINES	24		
TREE PRUNING - MAJOR	1		
TREE PRUNING - MINOR	3		
TURF FERTILIZATION	4		
PAGE TOTAL:			

**BID FEE SCHEDULE YEAR TWO**

**JONES PLAZA SCHEDULE PRICING**

FUNCTION	FREQ	UNIT PRICE	ANNUAL COST
AERIFICATION OF TURF AREAS	2		
BED WEED CONTROL (MANUAL)	49		
BED WEED CONTROL (PRE-EMERGENT)	4		
DEBRIS DISPOSAL	49		
DISEASE INSPECTION	49		
FIRE ANT CONTROL (SPOT)	49		
FIRE ANT CONTROL (BROADCAST)	3		
INSECT INSPECTION	49		
IRRIGATION INSPECTION	26		
MANICURED EDGING	49		
MANICURED MOWING	49		
MONOFILAMENT TRIM	49		
MULCH	2		
RYE OVERSEEDING	1		
SHRUB & G.C. FERTILIZATION	3		
SHRUB TRIMMING - INFORMAL	4		
SOIL TESTING	3		
SPRAY LINES	24		
TREE PRUNING - MAJOR	1		
TREE PRUNING - MINOR	3		
TURF FERTILIZATION	4		
PAGE TOTAL:			

**BID FEE SCHEDULE YEAR TWO**

**JONES HALL SCHEDULE PRICING**

FUNCTION	FREQ	UNIT PRICE	ANNUAL COST
BED WEED CONTROL (MANUAL)	49		
BED WEED CONTROL (PRE-EMERGENT)	4		
DEBRIS DISPOSAL	49		
DISEASE INSPECTION	49		
FIRE ANT CONTROL (SPOT)	49		
FIRE ANT CONTROL (BROADCAST)	3		
GROUND COVER TRIMMING	20		
GROUND COVER TRIMMING - SCALP	1		
INSECT INSPECTION	49		
IRRIGATION INSPECTION	26		
MULCH	2		
SEASONAL INSTALLATION	3		
SEASONAL MAINTENANCE	49		
SHRUB & G.C. FERTILIZATION	3		
SHRUB TRIMMING - FORMAL	18		
SHRUB TRIMMING - INFORMAL	4		
SOIL TESTING	3		
SPRAY LINES	24		
TREE PRUNING - MAJOR	1		
TREE PRUNING - MINOR	3		
TURF FERTILIZATION	4		
PAGE TOTAL:			

**BID FEE SCHEDULE YEAR TWO**

**HOUSTON CENTER FOR THE ARTS SCHEDULE PRICING**

FUNCTION	FREQ	UNIT PRICE	ANNUAL COST
AERIFICATION OF TURF AREAS	2		
BED WEED CONTROL (MANUAL)	49		
BED WEED CONTROL (PRE-EMERGENT)	4		
DEBRIS DISPOSAL	49		
DISEASE INSPECTION	49		
FIRE ANT CONTROL (SPOT)	49		
FIRE ANT CONTROL (BROADCAST)	3		
GROUND COVER TRIMMING	20		
GROUND COVER TRIMMING SCALP	1		
INSECT INSPECTION	49		
IRRIGATION INSPECTION	26		
MANICURED EDGING	49		
MANICURED MOWING	49		
MONOFILAMENT TRIM	49		
MOWING OF PARKING LOT	12		
MULCH	2		
RYE OVERSEEDING	1		
SEASONAL INSTALLATION	3		
SEASONAL MAINTENANCE	49		
SHRUB & G.C. FERTILIZATION	3		
SHRUB TRIMMING – FORMAL	18		
SHRUB TRIMMING – INFORMAL	4		
SOIL TESTING	3		
SPRAY LINES	24		
TREE PRUNING – MAJOR	1		
TREE PRUNING – MINOR	3		
TURF FERTILIZATION	4		
PAGE TOTAL:			

**BID FEE SCHEDULE YEAR TWO**

**BUFFALO BAYOU SCHEDULE**

FUNCTION	FREQ	UNIT PRICE	ANNUAL COST
AERIFICATION OF TURF AREAS	2		
BED WEED CONTROL (MANUAL)	49		
BED WEED CONTROL (PRE-EMERGENT)	4		
DEBRIS DISPOSAL	49		
DISEASE INSPECTION	49		
FIRE ANT CONTROL (SPOT)	49		
FIRE ANT CONTROL (BROADCAST)	3		
FLOOD CLEAN UP	3		
GROUND COVER TRIMMING	20		
GROUND COVER TRIMMING - SCALP	1		
INSECT INSPECTION	49		
IRRIGATION INSPECTION	26		
MANICURED EDGING	49		
MANICURED MOWING	49		
MONOFILAMENT TRIM	49		
MULCH	2		
RYE OVERSEEDING	1		
SHRUB & G.C. FERTILIZATION	3		
SHRUB TRIMMING – FORMAL	18		
SHRUB TRIMMING – INFORMAL	4		
SOIL TESTING	3		
SPRAY LINES	24		
TREE PRUNING – MAJOR	1		
TREE PRUNING – MINOR	3		
TURF FERTILIZATION	4		
PAGE TOTAL:			
GRAND TOTAL YEAR TWO:			

**BID FEE SCHEDULE YEAR THREE**

**WORTHAM THEATER CENTER SCHEDULE PRICING**

FUNCTION	FREQ	UNIT PRICE	ANNUAL COST
AERIFICATION OF TURF AREAS	2		
BED WEED CONTROL (MANUAL)	49		
BED WEED CONTROL (PRE-EMERGENT)	4		
DEBRIS DISPOSAL	49		
DISEASE INSPECTION	49		
FIRE ANT CONTROL (SPOT)	49		
FIRE ANT CONTROL (BROADCAST)	3		
FLOOD CLEAN UP	3		
GROUND COVER TRIMMING	20		
GROUND COVER TRIMMING - SCALP	1		
INSECT INSPECTION	49		
IRRIGATION INSPECTION	26		
MANICURED EDGING	49		
MANICURED MOWING	49		
MONOFILAMENT TRIM	49		
MULCH	2		
RYE OVERSEEDING	1		
SEASONAL INSTALLATION	3		
SEASONAL MAINTENANCE	49		
SHRUB & G.C. FERTILIZATION	3		
SHRUB TRIMMING - FORMAL	18		
SHRUB TRIMMING - INFORMAL	4		
SOIL TESTING	3		
SPRAY LINES	24		
TREE PRUNING - MAJOR	1		
TREE PRUNING - MINOR	3		
TURF FERTILIZATION	4		
PAGE TOTAL:			

**BID FEE SCHEDULE YEAR THREE**

**SWEENEY CLOCK TRIANGLE AND SITE OF NEW MUSIC HALL SCHEDULE PRICING**

FUNCTION	FREQ	UNIT PRICE	ANNUAL COST
AERIFICATION OF TURF AREAS	2		
BED WEED CONTROL (MANUAL)	49		
BED WEED CONTROL (PRE-EMERGENT)	4		
DEBRIS DISPOSAL	49		
DISEASE INSPECTION	49		
FIRE ANT CONTROL (SPOT)	49		
FIRE ANT CONTROL (BROADCAST)	3		
INSECT INSPECTION	49		
IRRIGATION INSPECTION	26		
MANICURED EDGING	49		
MANICURED MOWING	49		
MONOFILAMENT TRIM	49		
MULCH	2		
ROSE FERTILIZATION	10		
ROSE FUNGICIDE APPLICATION	10		
ROSE INSECTICIDE APPLICATION	10		
ROSE PRUNING - DEADHEAD	49		
ROSE PRUNING - MAJOR	1		
RYE OVERSEEDING	1		
SHRUB & G.C. FERTILIZATION	3		
SHRUB TRIMMING - FORMAL	18		
SHRUB TRIMMING - INFORMAL	4		
SOIL TESTING	3		
SPRAY LINES	24		
TURF FERTILIZATION	4		
PAGE TOTAL:			

**BID FEE SCHEDULE YEAR THREE**

**ALBERT THOMAS WEST HALL SCHEDULE PRICING**

FUNCTION	FREQ	UNIT PRICE	ANNUAL COST
AERIFICATION OF TURF AREAS	2		
BED WEED CONTROL (MANUAL)	49		
BED WEED CONTROL (PRE-EMERGENT)	4		
DEBRIS DISPOSAL	49		
DISEASE INSPECTION	49		
FIRE ANT CONTROL (SPOT)	49		
FIRE ANT CONTROL (BROADCAST)	3		
FLOOD CLEAN UP	3		
GROUND COVER TRIMMING	20		
GROUND COVER TRIMMING – SCALP	1		
INSECT INSPECTION	49		
IRRIGATION INSPECTION	26		
MANICURED EDGING	49		
MANICURED MOWING	49		
MONOFILAMENT TRIM	49		
MULCH	2		
ROSE FERTILIZATION	10		
ROSE FUNGICIDE APPLICATION	10		
ROSE INSECTICIDE APPLICATION	10		
ROSE PRUNING – DEADHEAD	49		
ROSE PRUNING – MAJOR	1		
RYE OVERSEEDING	1		
SEASONAL INSTALLATION	3		
SEASONAL MAINTENANCE	49		
SHRUB & G.C. FERTILIZATION	3		
SHRUB TRIMMING – FORMAL	18		
SHRUB TRIMMING – INFORMAL	4		
SOIL TESTING	3		
SPRAY LINES	24		
TREE PRUNING – MAJOR	1		
TREE PRUNING – MINOR	3		
TURF FERTILIZATION	4		
PAGE TOTAL:			

**BID FEE SCHEDULE YEAR THREE**

**GEORGE R. BROWN CONVENTION CENTER SCHEDULE PRICING**

FUNCTION	FREQ	UNIT PRICE	ANNUAL COST
AERIFICATION OF TURF AREAS	2		
BED WEED CONTROL (MANUAL)	49		
BED WEED CONTROL (PRE-EMERGENT)	4		
DEBRIS DISPOSAL	49		
DISEASE INSPECTION	49		
FIRE ANT CONTROL (SPOT)	49		
FIRE ANT CONTROL (BROADCAST)	3		
GROUND COVER TRIMMING	20		
GROUND COVER TRIMMING - SCALP	1		
INSECT INSPECTION	49		
IRRIGATION INSPECTION	26		
MANICURED EDGING	49		
MANICURED MOWING	49		
MONOFILAMENT TRIM	49		
MULCH	2		
ROSE FERTILIZATION	10		
ROSE FUNGICIDE APPLICATION	10		
ROSE INSECTICIDE APPLICATION	10		
ROSE PRUNING – DEADHEAD	49		
ROSE PRUNING – MAJOR	1		
RYE OVERSEEDING	1		
SHRUB & G.C. FERTILIZATION	3		
SHRUB TRIMMING - FORMAL	18		
SHRUB TRIMMING - INFORMAL	4		
SOIL TESTING	3		
SPRAY LINES	24		
TREE PRUNING - MAJOR	1		
TREE PRUNING - MINOR	3		
TURF FERTILIZATION	4		
PAGE TOTAL:			

**BID FEE SCHEDULE YEAR THREE**

**JONES PLAZA SCHEDULE PRICING**

FUNCTION	FREQ	UNIT PRICE	ANNUAL COST
AERIFICATION OF TURF AREAS	2		
BED WEED CONTROL (MANUAL)	49		
BED WEED CONTROL (PRE-EMERGENT)	4		
DEBRIS DISPOSAL	49		
DISEASE INSPECTION	49		
FIRE ANT CONTROL (SPOT)	49		
FIRE ANT CONTROL (BROADCAST)	3		
INSECT INSPECTION	49		
IRRIGATION INSPECTION	26		
MANICURED EDGING	49		
MANICURED MOWING	49		
MONOFILAMENT TRIM	49		
MULCH	2		
RYE OVERSEEDING	1		
SHRUB & G.C. FERTILIZATION	3		
SHRUB TRIMMING - INFORMAL	4		
SOIL TESTING	3		
SPRAY LINES	24		
TREE PRUNING - MAJOR	1		
TREE PRUNING - MINOR	3		
TURF FERTILIZATION	4		
PAGE TOTAL:			

**BID FEE SCHEDULE YEAR THREE**

**JONES HALL SCHEDULE PRICING**

FUNCTION	FREQ	UNIT PRICE	ANNUAL COST
BED WEED CONTROL (MANUAL)	49		
BED WEED CONTROL (PRE-EMERGENT)	4		
DEBRIS DISPOSAL	49		
DISEASE INSPECTION	49		
FIRE ANT CONTROL (SPOT)	49		
FIRE ANT CONTROL (BROADCAST)	3		
GROUND COVER TRIMMING	20		
GROUND COVER TRIMMING - SCALP	1		
INSECT INSPECTION	49		
IRRIGATION INSPECTION	26		
MULCH	2		
SEASONAL INSTALLATION	3		
SEASONAL MAINTENANCE	49		
SHRUB & G.C. FERTILIZATION	3		
SHRUB TRIMMING - FORMAL	18		
SHRUB TRIMMING - INFORMAL	4		
SOIL TESTING	3		
SPRAY LINES	24		
TREE PRUNING - MAJOR	1		
TREE PRUNING - MINOR	3		
TURF FERTILIZATION	4		
PAGE TOTAL:			

**BID FEE SCHEDULE YEAR THREE**

**HOUSTON CENTER FOR THE ARTS SCHEDULE PRICING**

FUNCTION	FREQ	UNIT PRICE	ANNUAL COST
AERIFICATION OF TURF AREAS	2		
BED WEED CONTROL (MANUAL)	49		
BED WEED CONTROL (PRE-EMERGENT)	4		
DEBRIS DISPOSAL	49		
DISEASE INSPECTION	49		
FIRE ANT CONTROL (SPOT)	49		
FIRE ANT CONTROL (BROADCAST)	3		
GROUND COVER TRIMMING	20		
GROUND COVER TRIMMING SCALP	1		
INSECT INSPECTION	49		
IRRIGATION INSPECTION	26		
MANICURED EDGING	49		
MANICURED MOWING	49		
MONOFILAMENT TRIM	49		
MOWING OF PARKING LOT	12		
MULCH	2		
RYE OVERSEEDING	1		
SEASONAL INSTALLATION	3		
SEASONAL MAINTENANCE	49		
SHRUB & G.C. FERTILIZATION	3		
SHRUB TRIMMING – FORMAL	18		
SHRUB TRIMMING – INFORMAL	4		
SOIL TESTING	3		
SPRAY LINES	24		
TREE PRUNING – MAJOR	1		
TREE PRUNING – MINOR	3		
TURF FERTILIZATION	4		
PAGE TOTAL:			

**BID FEE SCHEDULE YEAR THREE**

**BUFFALO BAYOU SCHEDULE**

FUNCTION	FREQ	UNIT PRICE	ANNUAL COST
AERIFICATION OF TURF AREAS	2		
BED WEED CONTROL (MANUAL)	49		
BED WEED CONTROL (PRE-EMERGENT)	4		
DEBRIS DISPOSAL	49		
DISEASE INSPECTION	49		
FIRE ANT CONTROL (SPOT)	49		
FIRE ANT CONTROL (BROADCAST)	3		
FLOOD CLEAN UP	3		
GROUND COVER TRIMMING	20		
GROUND COVER TRIMMING - SCALP	1		
INSECT INSPECTION	49		
IRRIGATION INSPECTION	26		
MANICURED EDGING	49		
MANICURED MOWING	49		
MONOFILAMENT TRIM	49		
MULCH	2		
RYE OVERSEEDING	1		
SHRUB & G.C. FERTILIZATION	3		
SHRUB TRIMMING – FORMAL	18		
SHRUB TRIMMING – INFORMAL	4		
SOIL TESTING	3		
SPRAY LINES	24		
TREE PRUNING – MAJOR	1		
TREE PRUNING – MINOR	3		
TURF FERTILIZATION	4		
PAGE TOTAL:			
GRAND TOTAL YEAR THREE:			

**BID FEE SCHEDULE YEAR FOUR**

**WORTHAM THEATER CENTER SCHEDULE PRICING**

FUNCTION	FREQ	UNIT PRICE	ANNUAL COST
AERIFICATION OF TURF AREAS	2		
BED WEED CONTROL (MANUAL)	49		
BED WEED CONTROL (PRE-EMERGENT)	4		
DEBRIS DISPOSAL	49		
DISEASE INSPECTION	49		
FIRE ANT CONTROL (SPOT)	49		
FIRE ANT CONTROL (BROADCAST)	3		
FLOOD CLEAN UP	3		
GROUND COVER TRIMMING	20		
GROUND COVER TRIMMING - SCALP	1		
INSECT INSPECTION	49		
IRRIGATION INSPECTION	26		
MANICURED EDGING	49		
MANICURED MOWING	49		
MONOFILAMENT TRIM	49		
MULCH	2		
RYE OVERSEEDING	1		
SEASONAL INSTALLATION	3		
SEASONAL MAINTENANCE	49		
SHRUB & G.C. FERTILIZATION	3		
SHRUB TRIMMING - FORMAL	18		
SHRUB TRIMMING - INFORMAL	4		
SOIL TESTING	3		
SPRAY LINES	24		
TREE PRUNING - MAJOR	1		
TREE PRUNING - MINOR	3		
TURF FERTILIZATION	4		
PAGE TOTAL:			

**BID FEE SCHEDULE YEAR FOUR**

**SWEENEY CLOCK TRIANGLE AND SITE OF NEW MUSIC HALL SCHEDULE PRICING**

FUNCTION	FREQ	UNIT PRICE	ANNUAL COST
AERIFICATION OF TURF AREAS	2		
BED WEED CONTROL (MANUAL)	49		
BED WEED CONTROL (PRE-EMERGENT)	4		
DEBRIS DISPOSAL	49		
DISEASE INSPECTION	49		
FIRE ANT CONTROL (SPOT)	49		
FIRE ANT CONTROL (BROADCAST)	3		
INSECT INSPECTION	49		
IRRIGATION INSPECTION	26		
MANICURED EDGING	49		
MANICURED MOWING	49		
MONOFILAMENT TRIM	49		
MULCH	2		
ROSE FERTILIZATION	10		
ROSE FUNGICIDE APPLICATION	10		
ROSE INSECTICIDE APPLICATION	10		
ROSE PRUNING - DEADHEAD	49		
ROSE PRUNING - MAJOR	1		
RYE OVERSEEDING	1		
SHRUB & G.C. FERTILIZATION	3		
SHRUB TRIMMING - FORMAL	18		
SHRUB TRIMMING - INFORMAL	4		
SOIL TESTING	3		
SPRAY LINES	24		
TURF FERTILIZATION	4		
PAGE TOTAL:			

**BID FEE SCHEDULE YEAR FOUR**

**ALBERT THOMAS WEST HALL SCHEDULE PRICING**

FUNCTION	FREQ	UNIT PRICE	ANNUAL COST
AERIFICATION OF TURF AREAS	2		
BED WEED CONTROL (MANUAL)	49		
BED WEED CONTROL (PRE-EMERGENT)	4		
DEBRIS DISPOSAL	49		
DISEASE INSPECTION	49		
FIRE ANT CONTROL (SPOT)	49		
FIRE ANT CONTROL (BROADCAST)	3		
FLOOD CLEAN UP	3		
GROUND COVER TRIMMING	20		
GROUND COVER TRIMMING – SCALP	1		
INSECT INSPECTION	49		
IRRIGATION INSPECTION	26		
MANICURED EDGING	49		
MANICURED MOWING	49		
MONOFILAMENT TRIM	49		
MULCH	2		
ROSE FERTILIZATION	10		
ROSE FUNGICIDE APPLICATION	10		
ROSE INSECTICIDE APPLICATION	10		
ROSE PRUNING – DEADHEAD	49		
ROSE PRUNING – MAJOR	1		
RYE OVERSEEDING	1		
SEASONAL INSTALLATION	3		
SEASONAL MAINTENANCE	49		
SHRUB & G.C. FERTILIZATION	3		
SHRUB TRIMMING – FORMAL	18		
SHRUB TRIMMING – INFORMAL	4		
SOIL TESTING	3		
SPRAY LINES	24		
TREE PRUNING – MAJOR	1		
TREE PRUNING – MINOR	3		
TURF FERTILIZATION	4		
PAGE TOTAL:			

**BID FEE SCHEDULE YEAR FOUR**

**GEORGE R. BROWN CONVENTION CENTER SCHEDULE PRICING**

FUNCTION	FREQ	UNIT PRICE	ANNUAL COST
AERIFICATION OF TURF AREAS	2		
BED WEED CONTROL (MANUAL)	49		
BED WEED CONTROL (PRE-EMERGENT)	4		
DEBRIS DISPOSAL	49		
DISEASE INSPECTION	49		
FIRE ANT CONTROL (SPOT)	49		
FIRE ANT CONTROL (BROADCAST)	3		
GROUND COVER TRIMMING	20		
GROUND COVER TRIMMING - SCALP	1		
INSECT INSPECTION	49		
IRRIGATION INSPECTION	26		
MANICURED EDGING	49		
MANICURED MOWING	49		
MONOFILAMENT TRIM	49		
MULCH	2		
ROSE FERTILIZATION	10		
ROSE FUNGICIDE APPLICATION	10		
ROSE INSECTICIDE APPLICATION	10		
ROSE PRUNING – DEADHEAD	49		
ROSE PRUNING – MAJOR	1		
RYE OVERSEEDING	1		
SHRUB & G.C. FERTILIZATION	3		
SHRUB TRIMMING - FORMAL	18		
SHRUB TRIMMING - INFORMAL	4		
SOIL TESTING	3		
SPRAY LINES	24		
TREE PRUNING - MAJOR	1		
TREE PRUNING - MINOR	3		
TURF FERTILIZATION	4		
PAGE TOTAL:			

**BID FEE SCHEDULE YEAR FOUR**

**JONES PLAZA SCHEDULE PRICING**

FUNCTION	FREQ	UNIT PRICE	ANNUAL COST
AERIFICATION OF TURF AREAS	2		
BED WEED CONTROL (MANUAL)	49		
BED WEED CONTROL (PRE-EMERGENT)	4		
DEBRIS DISPOSAL	49		
DISEASE INSPECTION	49		
FIRE ANT CONTROL (SPOT)	49		
FIRE ANT CONTROL (BROADCAST)	3		
INSECT INSPECTION	49		
IRRIGATION INSPECTION	26		
MANICURED EDGING	49		
MANICURED MOWING	49		
MONOFILAMENT TRIM	49		
MULCH	2		
RYE OVERSEEDING	1		
SHRUB & G.C. FERTILIZATION	3		
SHRUB TRIMMING - INFORMAL	4		
SOIL TESTING	3		
SPRAY LINES	24		
TREE PRUNING - MAJOR	1		
TREE PRUNING - MINOR	3		
TURF FERTILIZATION	4		
PAGE TOTAL:			

**BID FEE SCHEDULE YEAR FOUR**

**JONES HALL SCHEDULE PRICING**

FUNCTION	FREQ	UNIT PRICE	ANNUAL COST
BED WEED CONTROL (MANUAL)	49		
BED WEED CONTROL (PRE-EMERGENT)	4		
DEBRIS DISPOSAL	49		
DISEASE INSPECTION	49		
FIRE ANT CONTROL (SPOT)	49		
FIRE ANT CONTROL (BROADCAST)	3		
GROUND COVER TRIMMING	20		
GROUND COVER TRIMMING - SCALP	1		
INSECT INSPECTION	49		
IRRIGATION INSPECTION	26		
MULCH	2		
SEASONAL INSTALLATION	3		
SEASONAL MAINTENANCE	49		
SHRUB & G.C. FERTILIZATION	3		
SHRUB TRIMMING - FORMAL	18		
SHRUB TRIMMING - INFORMAL	4		
SOIL TESTING	3		
SPRAY LINES	24		
TREE PRUNING - MAJOR	1		
TREE PRUNING - MINOR	3		
TURF FERTILIZATION	4		
PAGE TOTAL:			

**BID FEE SCHEDULE YEAR FOUR**

**HOUSTON CENTER FOR THE ARTS SCHEDULE PRICING**

FUNCTION	FREQ	UNIT PRICE	ANNUAL COST
AERIFICATION OF TURF AREAS	2		
BED WEED CONTROL (MANUAL)	49		
BED WEED CONTROL (PRE-EMERGENT)	4		
DEBRIS DISPOSAL	49		
DISEASE INSPECTION	49		
FIRE ANT CONTROL (SPOT)	49		
FIRE ANT CONTROL (BROADCAST)	3		
GROUND COVER TRIMMING	20		
GROUND COVER TRIMMING SCALP	1		
INSECT INSPECTION	49		
IRRIGATION INSPECTION	26		
MANICURED EDGING	49		
MANICURED MOWING	49		
MONOFILAMENT TRIM	49		
MOWING OF PARKING LOT	12		
MULCH	2		
RYE OVERSEEDING	1		
SEASONAL INSTALLATION	3		
SEASONAL MAINTENANCE	49		
SHRUB & G.C. FERTILIZATION	3		
SHRUB TRIMMING – FORMAL	18		
SHRUB TRIMMING – INFORMAL	4		
SOIL TESTING	3		
SPRAY LINES	24		
TREE PRUNING – MAJOR	1		
TREE PRUNING – MINOR	3		
TURF FERTILIZATION	4		
PAGE TOTAL:			

**BID FEE SCHEDULE YEAR FOUR**

**BUFFALO BAYOU SCHEDULE**

FUNCTION	FREQ	UNIT PRICE	ANNUAL COST
AERIFICATION OF TURF AREAS	2		
BED WEED CONTROL (MANUAL)	49		
BED WEED CONTROL (PRE-EMERGENT)	4		
DEBRIS DISPOSAL	49		
DISEASE INSPECTION	49		
FIRE ANT CONTROL (SPOT)	49		
FIRE ANT CONTROL (BROADCAST)	3		
FLOOD CLEAN UP	3		
GROUND COVER TRIMMING	20		
GROUND COVER TRIMMING - SCALP	1		
INSECT INSPECTION	49		
IRRIGATION INSPECTION	26		
MANICURED EDGING	49		
MANICURED MOWING	49		
MONOFILAMENT TRIM	49		
MULCH	2		
RYE OVERSEEDING	1		
SHRUB & G.C. FERTILIZATION	3		
SHRUB TRIMMING – FORMAL	18		
SHRUB TRIMMING – INFORMAL	4		
SOIL TESTING	3		
SPRAY LINES	24		
TREE PRUNING – MAJOR	1		
TREE PRUNING – MINOR	3		
TURF FERTILIZATION	4		
PAGE TOTAL:			
GRAND TOTAL YEAR FOUR:			

**BID FEE SCHEDULE YEAR FIVE**

**WORTHAM THEATER CENTER SCHEDULE PRICING**

FUNCTION	FREQ	UNIT PRICE	ANNUAL COST
AERIFICATION OF TURF AREAS	2		
BED WEED CONTROL (MANUAL)	49		
BED WEED CONTROL (PRE-EMERGENT)	4		
DEBRIS DISPOSAL	49		
DISEASE INSPECTION	49		
FIRE ANT CONTROL (SPOT)	49		
FIRE ANT CONTROL (BROADCAST)	3		
FLOOD CLEAN UP	3		
GROUND COVER TRIMMING	20		
GROUND COVER TRIMMING - SCALP	1		
INSECT INSPECTION	49		
IRRIGATION INSPECTION	26		
MANICURED EDGING	49		
MANICURED MOWING	49		
MONOFILAMENT TRIM	49		
MULCH	2		
RYE OVERSEEDING	1		
SEASONAL INSTALLATION	3		
SEASONAL MAINTENANCE	49		
SHRUB & G.C. FERTILIZATION	3		
SHRUB TRIMMING - FORMAL	18		
SHRUB TRIMMING - INFORMAL	4		
SOIL TESTING	3		
SPRAY LINES	24		
TREE PRUNING - MAJOR	1		
TREE PRUNING - MINOR	3		
TURF FERTILIZATION	4		
PAGE TOTAL:			

**BID FEE SCHEDULE YEAR FIVE**

**SWEENEY CLOCK TRIANGLE AND SITE OF NEW MUSIC HALL SCHEDULE PRICING**

FUNCTION	FREQ	UNIT PRICE	ANNUAL COST
AERIFICATION OF TURF AREAS	2		
BED WEED CONTROL (MANUAL)	49		
BED WEED CONTROL (PRE-EMERGENT)	4		
DEBRIS DISPOSAL	49		
DISEASE INSPECTION	49		
FIRE ANT CONTROL (SPOT)	49		
FIRE ANT CONTROL (BROADCAST)	3		
INSECT INSPECTION	49		
IRRIGATION INSPECTION	26		
MANICURED EDGING	49		
MANICURED MOWING	49		
MONOFILAMENT TRIM	49		
MULCH	2		
ROSE FERTILIZATION	10		
ROSE FUNGICIDE APPLICATION	10		
ROSE INSECTICIDE APPLICATION	10		
ROSE PRUNING - DEADHEAD	49		
ROSE PRUNING - MAJOR	1		
RYE OVERSEEDING	1		
SHRUB & G.C. FERTILIZATION	3		
SHRUB TRIMMING - FORMAL	18		
SHRUB TRIMMING - INFORMAL	4		
SOIL TESTING	3		
SPRAY LINES	24		
TURF FERTILIZATION	4		
PAGE TOTAL:			

**BID FEE SCHEDULE YEAR FIVE**

**ALBERT THOMAS WEST HALL SCHEDULE PRICING**

FUNCTION	FREQ	UNIT PRICE	ANNUAL COST
AERIFICATION OF TURF AREAS	2		
BED WEED CONTROL (MANUAL)	49		
BED WEED CONTROL (PRE-EMERGENT)	4		
DEBRIS DISPOSAL	49		
DISEASE INSPECTION	49		
FIRE ANT CONTROL (SPOT)	49		
FIRE ANT CONTROL (BROADCAST)	3		
FLOOD CLEAN UP	3		
GROUND COVER TRIMMING	20		
GROUND COVER TRIMMING – SCALP	1		
INSECT INSPECTION	49		
IRRIGATION INSPECTION	26		
MANICURED EDGING	49		
MANICURED MOWING	49		
MONOFILAMENT TRIM	49		
MULCH	2		
ROSE FERTILIZATION	10		
ROSE FUNGICIDE APPLICATION	10		
ROSE INSECTICIDE APPLICATION	10		
ROSE PRUNING – DEADHEAD	49		
ROSE PRUNING – MAJOR	1		
RYE OVERSEEDING	1		
SEASONAL INSTALLATION	3		
SEASONAL MAINTENANCE	49		
SHRUB & G.C. FERTILIZATION	3		
SHRUB TRIMMING – FORMAL	18		
SHRUB TRIMMING – INFORMAL	4		
SOIL TESTING	3		
SPRAY LINES	24		
TREE PRUNING – MAJOR	1		
TREE PRUNING – MINOR	3		
TURF FERTILIZATION	4		
PAGE TOTAL:			

**BID FEE SCHEDULE YEAR FIVE**

**GEORGE R. BROWN CONVENTION CENTER SCHEDULE PRICING**

FUNCTION	FREQ	UNIT PRICE	ANNUAL COST
AERIFICATION OF TURF AREAS	2		
BED WEED CONTROL (MANUAL)	49		
BED WEED CONTROL (PRE-EMERGENT)	4		
DEBRIS DISPOSAL	49		
DISEASE INSPECTION	49		
FIRE ANT CONTROL (SPOT)	49		
FIRE ANT CONTROL (BROADCAST)	3		
GROUND COVER TRIMMING	20		
GROUND COVER TRIMMING - SCALP	1		
INSECT INSPECTION	49		
IRRIGATION INSPECTION	26		
MANICURED EDGING	49		
MANICURED MOWING	49		
MONOFILAMENT TRIM	49		
MULCH	2		
ROSE FERTILIZATION	10		
ROSE FUNGICIDE APPLICATION	10		
ROSE INSECTICIDE APPLICATION	10		
ROSE PRUNING – DEADHEAD	49		
ROSE PRUNING – MAJOR	1		
RYE OVERSEEDING	1		
SHRUB & G.C. FERTILIZATION	3		
SHRUB TRIMMING - FORMAL	18		
SHRUB TRIMMING - INFORMAL	4		
SOIL TESTING	3		
SPRAY LINES	24		
TREE PRUNING - MAJOR	1		
TREE PRUNING - MINOR	3		
TURF FERTILIZATION	4		
PAGE TOTAL:			

**BID FEE SCHEDULE YEAR FIVE**

**JONES PLAZA SCHEDULE PRICING**

FUNCTION	FREQ	UNIT PRICE	ANNUAL COST
AERIFICATION OF TURF AREAS	2		
BED WEED CONTROL (MANUAL)	49		
BED WEED CONTROL (PRE-EMERGENT)	4		
DEBRIS DISPOSAL	49		
DISEASE INSPECTION	49		
FIRE ANT CONTROL (SPOT)	49		
FIRE ANT CONTROL (BROADCAST)	3		
INSECT INSPECTION	49		
IRRIGATION INSPECTION	26		
MANICURED EDGING	49		
MANICURED MOWING	49		
MONOFILAMENT TRIM	49		
MULCH	2		
RYE OVERSEEDING	1		
SHRUB & G.C. FERTILIZATION	3		
SHRUB TRIMMING - INFORMAL	4		
SOIL TESTING	3		
SPRAY LINES	24		
TREE PRUNING - MAJOR	1		
TREE PRUNING - MINOR	3		
TURF FERTILIZATION	4		
PAGE TOTAL:			

**BID FEE SCHEDULE YEAR FIVE**

**JONES HALL SCHEDULE PRICING**

FUNCTION	FREQ	UNIT PRICE	ANNUAL COST
BED WEED CONTROL (MANUAL)	49		
BED WEED CONTROL (PRE-EMERGENT)	4		
DEBRIS DISPOSAL	49		
DISEASE INSPECTION	49		
FIRE ANT CONTROL (SPOT)	49		
FIRE ANT CONTROL (BROADCAST)	3		
GROUND COVER TRIMMING	20		
GROUND COVER TRIMMING - SCALP	1		
INSECT INSPECTION	49		
IRRIGATION INSPECTION	26		
MULCH	2		
SEASONAL INSTALLATION	3		
SEASONAL MAINTENANCE	49		
SHRUB & G.C. FERTILIZATION	3		
SHRUB TRIMMING - FORMAL	18		
SHRUB TRIMMING - INFORMAL	4		
SOIL TESTING	3		
SPRAY LINES	24		
TREE PRUNING - MAJOR	1		
TREE PRUNING - MINOR	3		
TURF FERTILIZATION	4		
PAGE TOTAL:			

**BID FEE SCHEDULE YEAR FIVE**

**HOUSTON CENTER FOR THE ARTS SCHEDULE PRICING**

FUNCTION	FREQ	UNIT PRICE	ANNUAL COST
AERIFICATION OF TURF AREAS	2		
BED WEED CONTROL (MANUAL)	49		
BED WEED CONTROL (PRE-EMERGENT)	4		
DEBRIS DISPOSAL	49		
DISEASE INSPECTION	49		
FIRE ANT CONTROL (SPOT)	49		
FIRE ANT CONTROL (BROADCAST)	3		
GROUND COVER TRIMMING	20		
GROUND COVER TRIMMING SCALP	1		
INSECT INSPECTION	49		
IRRIGATION INSPECTION	26		
MANICURED EDGING	49		
MANICURED MOWING	49		
MONOFILAMENT TRIM	49		
MOWING OF PARKING LOT	12		
MULCH	2		
RYE OVERSEEDING	1		
SEASONAL INSTALLATION	3		
SEASONAL MAINTENANCE	49		
SHRUB & G.C. FERTILIZATION	3		
SHRUB TRIMMING – FORMAL	18		
SHRUB TRIMMING – INFORMAL	4		
SOIL TESTING	3		
SPRAY LINES	24		
TREE PRUNING – MAJOR	1		
TREE PRUNING – MINOR	3		
TURF FERTILIZATION	4		
PAGE TOTAL:			

**BID FEE SCHEDULE YEAR FIVE**

**BUFFALO BAYOU SCHEDULE**

FUNCTION	FREQ	UNIT PRICE	ANNUAL COST
AERIFICATION OF TURF AREAS	2		
BED WEED CONTROL (MANUAL)	49		
BED WEED CONTROL (PRE-EMERGENT)	4		
DEBRIS DISPOSAL	49		
DISEASE INSPECTION	49		
FIRE ANT CONTROL (SPOT)	49		
FIRE ANT CONTROL (BROADCAST)	3		
FLOOD CLEAN UP	3		
GROUND COVER TRIMMING	20		
GROUND COVER TRIMMING - SCALP	1		
INSECT INSPECTION	49		
IRRIGATION INSPECTION	26		
MANICURED EDGING	49		
MANICURED MOWING	49		
MONOFILAMENT TRIM	49		
MULCH	2		
RYE OVERSEEDING	1		
SHRUB & G.C. FERTILIZATION	3		
SHRUB TRIMMING – FORMAL	18		
SHRUB TRIMMING – INFORMAL	4		
SOIL TESTING	3		
SPRAY LINES	24		
TREE PRUNING – MAJOR	1		
TREE PRUNING – MINOR	3		
TURF FERTILIZATION	4		
PAGE TOTAL:			
TOTAL YEAR FIVE:			
GRAND TOTAL YEARS ONE THRU FIVE			
:			



BIDDER'S QUALIFICATIONS

1. EXPERIENCE:

In order to receive bid award consideration, the bidder must have been in the Landscape Contracting Service for at least three (3) years and be currently providing or have provided within the last three (3) years, Landscape Contracting Service similar to this contract.

A. Number of years in the Landscape Contracting Service Business? \_\_\_\_\_

B. Please furnish the names of organizations, which have used LANDSCAPING SERVICE from your company for at least the last three years. Preferred references will have requested work similar in size, type and scope to that described herein. Please make at least three of them your largest accounts.

1). Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

City & State:

\_\_\_\_\_

Name & Phone Number of Contact: \_\_\_\_\_ Years Services:

\_\_\_\_\_

2). Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

City & State:

\_\_\_\_\_

Name & Phone Number of Contact: \_\_\_\_\_ Years Services:

\_\_\_\_\_

3). Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

City & State:

\_\_\_\_\_

Name & Phone Number of Contact: \_\_\_\_\_ Years Services:

\_\_\_\_\_

4). Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

City & State:

\_\_\_\_\_  
Name & Phone Number of Contact: \_\_\_\_\_ Years Services:  
\_\_\_\_\_

5). Name:

\_\_\_\_\_  
Address:  
\_\_\_\_\_

City & State:  
\_\_\_\_\_

Name & Phone Number of Contact: \_\_\_\_\_ Years Services:  
\_\_\_\_\_

C. Do you invoice by computer?  
\_\_\_\_\_

D. Have you done business with the City in the past?  
\_\_\_\_\_

2. Employees

A. How many service personnel do you have employed?  
\_\_\_\_\_

B. How many are permanent?  
\_\_\_\_\_

C. What is the average length of service in your firm for your full time and part time employees?  
\_\_\_\_\_  
\_\_\_\_\_

D. What type of training do your service personnel receive?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E. How do you keep your service employees up to date on service changes or revisions?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

F. Describe the hiring techniques you use to ensure that your service employees are qualified to provide quality landscaping service and are knowledgeable in their area?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

G. Are your service personnel commissioned, hourly, or salaried? \_\_\_\_\_

H. Provide State of Texas Certifications held and License Numbers.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

3. Equipment

C. Provide a listing of major landscaping equipment owned.

---

---

---

---

D. How will you be providing service if you do not own major landscaping equipment?

---

---

---

---

4. List your twenty-four (24) hour emergency phone number. \_\_\_\_\_

Warranties - Year 2000 Compliant!

- (1) Contractor warrants that the System(s) and related Software it provides under this Agreement will be "Year 2000 Compliant", which means that the System(s) and related Software will:
- (a) accurately record, store, process, calculate, and present calendar dates falling on, after, and including January 1, 2000, and will calculate any information dependent on or relating to these dates in the same manner, and with the same functionality, data integrity, and performance as the System(s) and related Software would record, store, process, calculate, and present calendar dates on or before December 31, 1999, or calculate any information dependent on or relating to these dates;
  - (b) not lose any functionality with respect to the introduction of records containing dates falling on, after, and including January 1, 2000;
  - (c) be inter operable with other system(s) or software the City uses that may deliver records to the System(s) and related Software, receive records from them, or interact with them, including but not limited to back-up and archived data; and
  - (d) recognize and accurately process Leap Year dates.
- (2) For the purposes of this Section, the phrase "System(s) and related Software" means (i) any computer hardware or software provided by Contractor or (ii) any Systems provided by Contractor which include microprocessor-based components, which are known as "embedded systems". "Embedded systems" include, but are not limited to, environmental control systems, elevator control systems, and process control instrumentation. The types of microprocessor-based components which may be included within an "embedded system" include, but are not limited to, programmable logic controllers, EPROMs, BIOS chips, and interface cards.
- (3) Ideally, Contractor will ensure Year 2000 Compliance and the accurate processing of Leap Year dates by providing that all date processing by the System(s) and related Software includes a four-digit year format and will recognize and accurately process Leap Year dates, and that all date sorting by the System(s) and related Software that includes a year category is accomplished based on a four-digit year format code. However, if Contractor is using a different method of ensuring Year 2000 Compliance and Leap Year date processing, Contractor shall identify to the Director, or his designee, or his designee in writing the alternate mechanism it plans to use and obtain the Director, or his designee's written approval to use such an alternate mechanism before starting work under this Agreement. If the Director, or his designee, in his or her sole discretion, does not approve of Contractor's alternate mechanism to achieve Year 2000 compliance, then the Director, or his designee may immediately terminate this Agreement. The alternate mechanisms which Contractor may propose to use to achieve Year 2000 Compliance include, but are not limited to, the following:
- (a) expansion of a two-digit year field format to a four-digit year field format during development of the System(s) and related Software;
  - (b) encoding of algorithms to perform date check accounting; and
  - (c) extending two-digit date code recognition so that the System(s) and related Software can process dates occurring after January 1, 2000 (e.g., using a two digit date code which can process dates through the year 2047).
- (4) Before installation of the System(s) and related Software, Contractor must submit a test script in a

form acceptable to the City in order to validate that the System(s) and related Software are Year 2000 compliant and to determine the latest future date that can be processed by the System(s) and related Software. A "test script" may be any documented procedure which validates that the System(s) and related Software meet this Agreement's requirements for Year 2000 Compliance. Examples of such test scripts include:

- (a) computer programs to be run on the System(s) and related Software which demonstrate Year 2000 Compliance; or
- (b) Contractor's written procedures which instruct the City how to test the System(s) and related equipment for Year 2000 Compliance.

**CONTRACTOR SUBMISSION LIST  
CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE**

This list is submitted under the provisions of Section 18-36(b) of the Code of Ordinances, Houston, Texas, in connection with the attached proposal, submission or bid of

\_\_\_\_\_ ("the firm"),  
whose business mailing address is \_\_\_\_\_.

The firm is organized as a (check one as applicable:

sole proprietorship whose proprietor is \_\_\_\_\_

\_\_\_\_\_  
(include the business mailing address of the proprietor or note "same" if it is the same as above).

a partnership, each of whose partners having an equity interest of ten percent (10%) or more are \_\_\_\_\_

\_\_\_\_\_ (include the business mailing address of each person or note "same" if it is the same as above).

a corporation, each of whose officers, each of whose directors and each of whose holders of ten percent (10%) or more of the outstanding shares of stock are \_\_\_\_\_

\_\_\_\_\_  
(include the business mailing address of each person or note "same" if it is the same as above).

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.

\_\_\_\_\_  
**Preparer**

\_\_\_\_\_  
**Printed name**

\_\_\_\_\_  
**Title**

**NOTE:**

This list constitutes a **government record**, as defined by **Section 37.01** of the Texas Penal Code. Submission of a false government record is punishable as provided in **Section 37.10** of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

The undersigned hereby offers to furnish and deliver the goods and/or services as specified at the prices and terms herein stated and in accordance with the Invitation to Bid, Clarification Letters, and General Conditions of Bidding, all of which are made a part of this offer.

All pages of the City of Houston's form, including but not limited to the conditions of bidding and page one of this bid invitation are incorporated by reference into this bid for all purposes.

**SUBMIT YOUR BID IN DUPLICATE  
BID MUST BE MANUALLY SIGNED IN INK  
(BLUE INK PREFERRED)**

**Respectfully Submitted:**

**Bidder:** \_\_\_\_\_  
(Print or type name of Bidder-Full Company Name)

**Vendor Number:** \_\_\_\_\_

**Federal Identification Number:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Signature of Authorized Officer or Agent)

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Address (Street or P. O. Box)**

\_\_\_\_\_  
**City-State-Zip Code**

**Telephone Number:** (\_\_\_\_) \_\_\_\_\_

**FAX Number:** (\_\_\_\_) \_\_\_\_\_

**NO DEPOSIT IS REQUIRED WITH THIS BID**

**Attachments:      Statement of Residency  
                         Insurance Requirements/Sample**

**STATEMENT OF RESIDENCY**  
(Please submit in duplicate with your Bid Form)

The following information is required by the **City of Houston** in order to comply with provisions of state law, **TEX.REV.CIV.STAT.ANN.** art. 601g (Vernon Supp. 1990) (State or Political Subdivision Contracts for Construction, Supplies, Services; Bids by Nonresident).

Every bidder must affirmatively state its principal place of business in its response to a bid invitation. Failure to provide the required information may constitute a basis for rejection of your bid. Bidders' cooperation in this regard will avoid costly time delays in the award of bids by the **City of Houston**.

For this reason, each bidder is encouraged to complete and return in duplicate, with its bid, the **Statement of Residency Form**, but in any event the low bidder will be required to submit this information within five (5) calendar days after the date of receipt of notification of apparent low bidder status from the **Purchasing Section of the Finance and Administration Department**, Failure to provide all required information within this designated period may result in the apparent low bidder being considered non-responsive and non-responsible, and the second low bidder being considered for award.

**TEX.REV.CIV.STAT.ANN.** art. 601g, §1(a)(3)(Vernon Supp. 1990) defines a "**Texas resident bidder**" as a bidder whose principal place of business\* is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

**TEX.REV.CIV.STAT.ANN.** art. 601g §1(a)(2)(Vernon Supp. 1990) defines a "**Nonresident bidder**" as a bidder whose principal place of business\* is not in this state.

Bidder's complete company name:

---

---

State your business address in the space provided below if you are a **Texas Resident bidder**:

---

---

---

State your business address in the space provided below if you are a **Nonresident bidder**:

---

---

---

\*The **State Purchasing and General Services Commission** defines Principal Place of Business as follows:  
Principal Place of Business in Texas means, for any type of business entity recognized in the **State of Texas**, that the business entity:

- has at least one permanent office located within the **State of Texas**, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted, and
- has at least one employee who works in the Texas office

Form prepared by: \_\_\_\_\_  
(Name) (Title)

Date: \_\_\_\_\_

CITY OF HOUSTON

INSURANCE REQUIREMENTS
FOR
SERVICE CONTRACTS

To comply with the terms and conditions for insurance in a City of Houston Service Contract, the Contractor's Insurance Certificate must be prepared as follows:

- A. The City of Houston must be listed as an additional insured on the face of the Certificate, except those for Worker's Compensation and Employer's Liability.
B. Each Policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, its officers, agents or employees.
C. The City of Houston must be included in the Insurer's Notification Requirement, which may be accomplished in one of the following ways:
1. By the Contractor's Insurance Agent revising the standard cancellation clause to read substantially as follows (all handwritten strike-outs, additions, and changes to the original text, must all be initialed by the Insurance Agent authorized to make such changes): -

=====**CANCELLATION**=====
J. D.
OR MATERIALLY ALTERED OR NON-RENEWED
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
J. D.
DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE
OF SUCH CHANGE TO THE CERTIFICATE HOLDER NAMED (TO THE LEFT), BUT FAILURE TO MAIL
SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND
J. D.
-UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

=====  
AUTHORIZED REPRESENTATIVE OF INSURER \_\_\_\_\_ John Doe \_\_\_\_\_

- O R -

- 2. By adding the following to the special items area of the policy:
"THE TERMS OF THE POLICIES DESCRIBED BY THIS CERTIFICATE AS TO ADVANCE NOTIFICATION OF CANCELLATION OR MATERIAL CHANGE ARE IN COMPLIANCE WITH THE CONTRACT TERMS BETWEEN THE CITY OF HOUSTON AND THE INSURED FOR THE PROJECT OR SERVICE COVERED BY THIS CERTIFICATE AND SUCH ADVANCE NOTIFICATION WILL BE PROVIDED TO THE CITY OF HOUSTON."

Additionally, if the Contractor chooses this second alternative, the standard cancellation clause must be stricken in its entirety, and initialed by the Insurance Agent.

- D. Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting the all of the above requirements except as to amount. The amount shall be commensurate with the amount of the subcontract, but not in no case shall it be less than \$500,000 per occurrence.

## CERTIFICATE OF INSURANCE EXPLANATIONS

1. Certificate must not be more than 30 days old.
2. Name and Address of Producer writing coverage.
3. Name of each insurance company providing coverage (as listed in Best's Key Rating Guide or on company's Certificate of Authority on file with Texas Department of Insurance). Each company must have a rating of B+ or better and a financial size category of VI or better according to Best's Key Rating Guide, Property & Casualty – United States, of insurance companies.
4. Name and address of Insured (as shown on policy)
5. Letter in the column must reference the insurer of the policy being described
6. Must be a policy number; no binders will be accepted
7. Date policy became effective
8. Expiration date must be at least **60** days from date of delivery of certificate
9. Name and file number of project
10. Name of project manager
11. Signature or facsimile signature of authorized representative of Producer (blue ink preferred)

# ACCORD. CERTIFICATE OF INSURANCE Issue Date (MM/DD/YY)

PRODUCER

ISSUERS OF POLICIES. THE ISSUER MUST HAVE A RATING OF AT LEAST B+ AND FINANCIAL SIZE OF CLASS VI OR BETTER ACCORDING TO THE CURRENT YEARS'S BEST RATING.

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.

**COMPANIES AFFORDING COVERAGE**

- .....
- COMPANY A
- .....
- COMPANY B
- .....
- COMPANY C

INSURED: SAMPLE FORM

**COVERAGES**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR.	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	POLICY LIMITS
A.	<b>General Liability</b> (X) Commercial General Liability Claims Made (X) Occur. Owners & Contractors Prot.				General Aggregate \$1,000,000 Products-Comp/Op Agg. \$1,000,000 Personal & Adv. Injury \$1,000,000 Each Occurrence \$ 500,000 Fire Damage (Any one fire) \$ 50,000 Med. Expense \$ 5,000 (Any one person)
A.	<b>Automobile Liability</b> (X) Any Auto All Owned Autos Scheduled Autos (X) Hired Autos (X) Non-Owned Autos Garage Liability		Auto Liability Insurance for autos furnished or used in the course of performance of this Contract. Including Owned, Non-owned, and Hired Auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.		Combined Single Limit \$1,000,000 Bodily Injury (Per person) \$ Bodily Injury (Per Accident) \$ Property Damage \$
	<b>Excess Liability</b> Umbrella Form Other than Umbrella Form				Each Occurrence \$ Aggregate \$
	<b>Worker's Compensation and Employee Liability</b> Other			(X) Statutory Limits	<b>Statutory Limits</b> Each Accident \$ 100,000 Disease - Policy Limit \$ 100,000 Disease - Each Employee \$ 100,000

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS

City of Houston is named as **additional insured** on Auto, General Liability and Umbrella policies, and **Waiver of Subrogation** on Auto, General Liability, Worker's Compensation and Umbrella. Material alteration on cancellation notice as shown below. For **(Project Name)**.

CERTIFICATE HOLDER

CITY OF HOUSTON / FINANCE AND ADMINISTRATION  
DEPARTMENT - PROCUREMENT SERVICES DIVISION  
P.O. BOX 1562  
HOUSTON, TEXAS 77251

**MUST BE MODIFIED AS FOLLOWS:  
CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED, NON-RENEWED OR MATERIALLY ALTERED BEFORE THE EXPIRATION DATE THEREOF. THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**SECTION B  
SPECIFICATIONS  
PART ONE - SCOPE OF SERVICE**

**I. INTRODUCTION**

The intent of these specifications is to produce the healthiest, most aesthetically pleasing landscape possible. The following specifications and maps comprise the Scope of Service for each of the facilities listed below. The Scope of Service shall include only the use of materials, labor and equipment approved by a designated representative of the Convention & Entertainment Facilities Department. The Contractor are required to verify that their employees and approved subcontractors fulfill all of the requirements to comply with the specifications for each Facility. All subcontractors are subject to the prior written approval of the Director. If there is any inconsistency between these specifications and the attached schedules/bid forms, these specifications shall prevail. The Convention & Entertainment Facilities Department also reserves the right to withhold payment or receive a refund for any of the services that are scheduled but not provided by the Contractor. Any adjustment that is made to reconcile discrepancies between the specified and actual services performed will be based on the unit prices indicated on the bid form submitted by the Contractor.

**II. FACILITIES**

Landscape services are required for the following facilities/areas:

**"George R. Brown Convention Center"** includes the landscaped areas on or near the George R. Brown Convention Center, including the miniature roses or any other form of landscaping in the median along Avenida de las Americas, and the areas shown on the attached map. When parking lot #7 is developed (refer to diagram 4 on the attached map), the Contractor will be responsible for the trees added to the landscaping.

**"Wortham Theater Center"** includes the landscaped areas surrounding the Wortham Theater Center, including Fish Plaza and Sesquicentennial Parks I and II.

**"Jones Plaza"** entails all landscaped areas including trees surrounding and on Jones Plaza. Contractor will furnish durable year round plants in the four (4) round planters. Jones Plaza may undergo renovation at some time during this Contract. If landscaping services are not required during the renovation period, the Director will send the Contractor a written notice advising which services need to be discontinued. The Contractor shall not charge for services that it does not provide.

**"Jones Hall"** includes the landscaped areas and plantings in and about Jones Hall, including the Courtyard planters and other containerized plants.

**"Albert Thomas West Hall"** entails the west side of the old Albert Thomas Convention Center and includes the bayou side of the West Hall, down to the point where the landscape meets the bayou, and includes the "Hanging Oak Tree," roses and any other landscaping per the attached map.

“**Sweeney Clock Triangle**” includes all landscaped areas around the perimeter of the New Music Hall site, along Buffalo Bayou behind the old "Albert Thomas" Convention Center; the jogging trail down to the bayou; the Sweeney Clock Triangle and the landscaped area underneath the Capitol Street Bridge, Lot B-1, as shown on the attached map.

"**The Houston Center for the Arts**" includes all landscaped areas surrounding the city-owned building located at 3201 Allen Parkway. Service entails all seasonal color changes in front of the building, planters, the courtyard, and the exterior of the warehouse. Also included are the trees on the west side of the building and the landscaping surrounding the parking lot per attached drawing.

"**Bayou**" means Buffalo Bayou. Along the Bayou on both sides, from Walker Street to the Wortham Theater Center perimeter with Sesquicentennial Parks I and II at the intersection of Smith and Congress. See attached map.

“**Cotswold 2000 Fountain**” is a fountain to be constructed at Prairie Street and Travis. Landscaping in the fountain area may be added to the contract at a later date at a mutually agreed price based on similar work in this contract.

## **PART TWO – SPECIFICATIONS FOR LANDSCAPE MANAGEMENT**

### **I. WORKMANSHIP AND INSPECTION**

- A. All work is to be performed in a professional manner to the satisfaction of the Convention & Entertainment Facilities Department's Representative, and in complete accordance with the specifications.
- B. A weekly grounds maintenance inspection may be conducted by the Director or Facility Manager. A joint inspection between the Contractor and the Convention & Entertainment Facilities Department may be requested by the Director or Facility Manager on a monthly basis. At the request of the facility manager, the Contractor and/or subcontractor must check in with facility manager upon arrival to and departure from facility.
- C. The Contractor must utilize licensed personnel to supervise or perform all required irrigation and chemical work and a TALC Certified Landscape Professional to conduct the required site inspections. The site inspections entail a close inspection of all landscape areas to locate and identify insects and/or disease that may be present, evidence of vandalism, soil erosion, irrigation or drainage problems, and to ensure that the work is in compliance with the specifications. A report is to be submitted to each of the facility managers detailing the current condition of each property and a list of actions/recommendations for corrective actions and/or enhancements, after each monthly inspection.

### **II. POWER TOOLS AND EQUIPMENT**

- A. Contractor shall provide, at its expense, all approved power tools, machines and equipment necessary to perform work as specified. All equipment must be maintained in First Class Condition to ensure safe and effective performance.

### **III. LABOR, SUPERVISION AND DAMAGE**

- A. Contractor shall provide supervision with the technical skills and knowledge necessary to perform all work and shall work diligently and efficiently to ensure the performance of all other personnel.
- B. Contractor shall immediately report to the Director any damage to furnishings or property caused by its employees. Contractor shall be responsible for all damage to property and furnishings caused by Contractor's personnel or subcontractors while performing services pursuant to this Contract.
- C. Contractor shall provide a permanent office telephone number, pager number, and two secondary telephone numbers (i.e., pager, cell phone, etc.) where Contractor's Representative can be contacted on a twenty-four (24) hour basis.

### **IV. MATERIALS**

- A. Materials shall include fertilizers, pesticides, soil conditioners and other materials required and approved by the Convention & Entertainment Facilities Department's Facility Managers.
- B. MSDS sheets will be provided to Facility Managers for all chemicals, pesticides, etc. used.
- C. Fertilizers, Chemical Concentrates and Soil Conditioners:
  - 1. Mulch shall be shredded hardwood mulch and shall be applied at a depth of 1 inch twice a year or as requested by Director or Facility Manager.
  - 2. Selection of commercial fertilizer for grass, shrubs and ground cover shall be mutually agreed on by the Facility Managers and the Contractor prior to each application. Fertilizers shall be determined by soil analysis and will be applied to correct any nutrient requirements at Contractor's expense.
  - 3. Chemical material selection and method of application for control of specific insects, diseases and animals that damage vegetation will be implemented by the Contractor and, when necessary, approved by a qualified plant scientist. Chemical material selection for the control of weeds will be at the discretion of the Contractor, though subject to approval by the Director.
  - 4. Materials used should be selected from the most current, safest and effective materials available to the landscape industry/trade.

### **V. WORK PROCEDURE**

- A. MAINTENANCE OF TURF AREAS:
  - 1. Mowing and edging will be 49 times per year, ~~weekly from April through October, bi-monthly November through March~~, as shown on the attached schedule for each

of the facilities. All mowing and landscaping activities using gasoline-powered equipment should be scheduled after 12:00 noon.

- a. Remove all litter and trash from all landscaped areas and areas to be mowed.
  - b. All turf shall be cut at a height of 3 1/2 inches using mowers with floating decks that mulch the clippings. Blades must be sharp to prevent fraying.
  - c. Trim the edge of all turf areas adjacent to walks, curbs, drives and tree wells using a blade edger.
  - d. Trim around all obstacles (ex. Signs, posts, trees, etc.).
  - e. Trim turf away from sprinkler heads to eliminate deflection (do not use chemicals to prevent or control the growth).
  - f. Sweep or otherwise clean up debris caused by the work including any detrimental or unsightly overlay of grass clippings on lawn area.
2. The Contractor shall apply four applications of a balanced fertilizer (16-4-8) that contains 5% Iron, 13% Elemental Sulfur, .3% Zinc. The Nitrogen source will consist of 30% quick release, 50% Nitroform, and 20% Milorganite. All turf areas shall receive a total of 6 lbs. of Nitrogen per year, and will be applied at a rate of 1.5 lbs. N/1,000 square feet during each application. Modifications to this specification may become necessary if deficiencies are identified in the results of soil analysis, and/or according to specific turf grass needs. Applications shall be distributed uniformly over all lawn areas and watered immediately. Care should be taken not to apply fertilizer to paved areas. In the event this does occur, all residue must be removed before the end of the day. Fertilization schedule may be adjusted in accordance with temperature and weather conditions. Details of the applications or any changes in the schedule will be indicated in the daily report of services.
  3. Aerify all turf areas using a hollow tine core aeriator that will pull plugs not less than 6" apart and 3" deep.
  4. Overseed all turf areas annually with Perennial Rye grass at a rate of 10lbs/1000sf.
  5. Pesticide treatments to control insects or disease affecting the turf will be the Contractor's responsibility when the need is determined by the Facility Manager(s) or at the advice of the Contractor. If the Facility Manager observes evidence of insect infestations or plant diseases that are not detected by the Contractor during the scheduled inspections, the Contractor will be responsible for the treatment at no charge to the City, using the appropriate materials as described under "Materials."

**B. PERIODIC SERVICES/WORK TASKS AND FREQUENCY:**

1. Contractor shall implement a herbicide program (i.e. Spray Lines) to control all vegetation growing through the cracks and expansion joints in the adjacent streets, curbs, paved and gravel areas.

2. Special effort shall be given to the control of fire ants infesting the sites. Chemically treat all ant mounds after each mowing. After control is accomplished, the ant mounds shall be lowered and tamped to the existing grade. As a preventative measure, all turf and bed are to be treated with Award at an application rate of 1.5 lbs./acre three (3) times per year.
  
3. Seasonal color plantings will be changed out three times per year. Typically in March, June and October, or as specified by the Facility Managers. (For example, a Facility Manager may request a seasonal color planting be changed out to accommodate special events). **Contractor is responsible for all expenses related to the replacement of all dead or dying seasonal plants.** Replacements of plants damaged, removed, or destroyed by vandalism will not be the Contractor's responsibility. The Convention & Entertainment Facilities Department Representative will make the decision to replace these plants. Replacement costs will be on a time and materials basis as a special service.

Seasonal installations shall include:

- a. Demolition (removal of all existing plant material)
- b. Cultivation (till soil to 6" depth)
- c. Fertilization (apply Colorstar at a rate of 4lbs./100 square feet)
- d. Insecticide (apply Slug & Snail bait at a rate of 2 lbs./100 square feet)
- e. Fungicide (drench with Subdue at a rate of 2 oz./1,000 square feet)
- f. Install new plants (Approved 4" plants or larger; 8" OC or closer)
- g. Apply mulch (1" of shredded hardwood mulch)

Seasonal maintenance shall include:

- a. Manual weed removal
  - b. Inspection for Insect and Disease
  - c. Treatment for Insect and Disease
  - d. Removal of expired blooms
  - e. Repeat applications of Fertilizers
- 
4. Removal of debris from the landscape maintenance site unrelated to horticultural maintenance (paper, bottles, cans, etc.) shall be the responsibility of the Contractor.
  
  5. At Sesquicentennial Park I and II, the Contractor is responsible to remove all mud, silt, and debris from the walkways, steps, and grassy areas adjacent to the bayou that is deposited by occasional flooding of Buffalo Bayou. It is the responsibility of the Contractor to monitor and remove this debris in a timely manner, or within 24 hours after Facility Manager requests this service. Contractor shall use its own equipment to remove the debris caused by flooding. Contractor shall have fire hoses sufficient in length to reach the affected areas and appropriate attachments to connect to a fire hydrant. **Contractor will be paid a fixed price per clean up. The frequency of three times per year is an estimate only.**

6. Collect three composite soil samples (turf; shrub & ground cover; seasonal color) from each property and submit to an accredited laboratory for testing and recommendations. Report results to each Facility Manager along with recommendations if corrective actions are needed. Corrective actions will be made at Contractor's expense, on an annual basis.
7. Facility Management may request, at the Contractor's expense, landscape service and/or tree trimming outside of the schedule for special events such as the Grand Prix. ~~or other major national or international conventions.~~
8. A service ticket verifying work performed, date and time must be issued to and signed by Facility Management.

C. MAINTENANCE OF SHRUB AND GROUND COVER AREAS

1. Shrub and ground cover areas shall be continuously free of all weeds by cultivation and/or mechanical means throughout the maintenance period.
2. Pruning shall be performed according to standards set forth by the International Society of Arboriculture. Pruning cuts larger than 1/2 inch shall be sealed with compound functioning as a wound dressing.
3. All free form shrubs (ex. Junipers, Nandina, Coppertone Loquat, etc.) are to be selectively pruned using sharp pruners or loppers. All formal shrubs (ex. Photinia, Yaupon Holly, Wax Ligustrum, etc.) are to be sheared using sharp hedge trimmers. All shrubs are to be trimmed to create and promote uniform and dense growth.
4. Mulch all plant beds and containerized plants as per the specified schedule. A minimum of 1" of shredded hardwood mulch should be evenly applied during each application.
5. Contractor shall apply NutriStar (21-8-6) at a rate of 2 lbs./100 square feet to all Shrub and Ground Cover areas (except Azalea and Rose beds). Contractor shall irrigate immediately after application and ensure no residue remains on pavement. The fertilizer indicated will be considered as part of and included in the maintenance contract, any additional soil amendments that are required will be by separate agreement.
6. Contractor shall be continuously alert for signs and presence of insects or disease. Upon locating such evidence, the Contractor shall report the matter to the Facility Manager and take such action as directed. If negligent, the Contractor shall be responsible for replacing all dead shrubs with shrubs of a similar type and size.
7. Contractor shall apply a specially formulated fertilizer to all Azalea beds (15-9-9 with 10% Sulfur and 5% Iron) at a rate of 1 lb./100 square feet. Contractor shall irrigate immediately after application and ensure no residue remains on pavement. The fertilizer indicated will be considered as part of and included in this Contract.

8. Contractor shall be responsible for pesticide treatments to control insects or disease affecting the shrubs and ground cover when the need is determined by the Facility Manager(s) or at the advice of the Contractor. If the Facility Manager observes evidence of insect infestations or plant diseases that are not detected by the Contractor during the scheduled inspections, the Contractor will be responsible for the treatment and/or replacement of any plant that is damaged due to the Contractor's neglect at no charge to the City.
9. Contractor shall apply a pre-emergent herbicide to all bed areas. The approved herbicide is Surflan and can only be applied as directed on the label. The desired application rate is 3 ounces/1,000 square feet. The applicator must be a licensed commercial pesticide applicator.
10. Ground Covers are to be trimmed to promote/control growth and remove any discolored/damaged leaves. All Asian Jasmine is to be trimmed using a monofilament trimmer and, edged with a blade edger. The Liriope is to be scalped annually to a height not greater than 1" during the period indicated on the schedule.
11. **Jones Hall Courtyard** containerized plant leaves must be wiped clean of dirt/dust during each maintenance visit.

#### D. MAINTENANCE OF TREES

1. Contractor shall be responsible for the maintenance of all existing trees. All trees shall be pruned, trimmed, and shaped as often as necessary or as deemed necessary by management for a well-maintained appearance. Such pruning shall also serve the purpose of preventing any obstruction of the pathways and parking areas. All major pruning shall be approved by the Facility Manager prior to operation. All cuts over 1/2" diameter shall be brush painted with the approved tree paint. All Crepe Myrtle trees are to be pruned annually to remove all expired seed pods, and the terminals of secondary branches.
2. Contractor shall be responsible for pesticide treatments to control insects or disease affecting the trees when the need is determined by the Facility Manager(s) or at the advice of the Contractor. If the Facility Manager observes evidence of insect infestations or plant diseases that are not detected by the Contractor during the scheduled inspections, the Contractor will be responsible for the treatment/replacement at no charge to the City, using the appropriate materials as described under "Materials."
3. Mulch all trees as per the specified schedule. A minimum of 1" of shredded hardwood mulch should be evenly applied during each application.
4. Fertilization of trees will be done by a special service Change Order when the need is determined by the Facility Manager(s) or at the advice of the Contractor.

5. Removal of dead or diseased trees and replacement of tree(s) shall be a special service when the need is determined by the Facility Manager (s), or as advised by the Contractor. If trees are not properly maintained by Contractor, Contractor shall replace dead or diseased trees at its expense.
6. Any tree that is leaning must be properly anchored by the Contractor to support and encourage vertical growth.
7. The sucker growth is to be removed from all trees. All ornamental trees (Crepe Myrtles, Ligustrum trees, Yaupon trees, etc.) are to be trimmed so that the canopies attain a uniform growth that is consistent with the genetic habit of each species. No massive pruning or cropping is to be performed without the written consent of the Director. The Crepe Myrtles are to be pruned annually to remove only the remaining seedpods and, to selectively remove the terminal portion of all secondary branches.
8. Removal, replacement and or maintenance of tree grates are at Contractor's expense.

**The Contractor is to pay special attention to the health and condition of the historic "Hanging Tree" located near the corner of Capitol and Bagby, adjacent to the south wall of the old Albert Thomas Convention Center. Any unusual changes in the condition of this tree are to be immediately reported to the Director.**

E. MAINTENANCE OF SPRINKLER SYSTEMS

1. Contractor shall be familiar with and maintain the sprinkler system at each of the Facilities. The Contractor and the Facility Manager(s) are in mutual agreement that the sprinkler systems are fully functional at the commencement of this Contract.
2. A monthly maintenance check of each entire system shall be conducted by Contractor's qualified irrigation personnel, who are required to provide a monthly written report to the Facility Managers. All controller settings for watering start times, station run times and watering days shall be included on this report.
3. Sprinklers should be maintained to ensure complete and proper coverage of all landscape material.
4. Contractor shall monitor the system for water leaks, inoperative sprinkler heads, etc. Any repairs that are needed shall be reported to the Facility Manager for authorization. Only qualified irrigation personnel shall perform repairs. All repairs shall be the Contractor's responsibility with the exception of underground line breaks and vandalism of equipment. Replacement parts and labor for line breaks or vandalized equipment will be treated as a special service.

5. Unless approved by the Facility Managers in advance, repairs or replacements will be made with like materials and equipment.
6. Any sprinklers and associated equipment damaged by mowing or other landscape maintenance work will be replaced by the Contractor at no charge to the City.
7. Scheduling for maintenance of the irrigation system should be determined by the Contractor with the approval of the Facility Manager.

## **VI. SAFETY**

### **A. SAFETY MEETINGS**

1. Contractor is required to conduct monthly safety meetings with its staff and provide documentation to the Facility Manager(s).

### **B. MSDS**

1. Contractor is required to provide MSDS information for all products used.

### **C. SAFETY EQUIPMENT**

1. Contractor must meet all OSHA requirements.
2. Safety glasses with side shields are required at all times. Earplugs are required when using blowers.
3. Contractor is required to keep all equipment in safe working condition at all times while in use on City property (e.g., deflectors on all mowers). All equipment must be properly operated and maintained to achieve minimum noise levels.

## **VII. UNIFORMS**

All of the Contractor's personnel working on the Convention & Entertainment Facilities Department's Facilities are required to wear a uniform (including a uniform jacket in cold weather), approved by the Director or Facility Manager.

## **VIII. SPECIAL REQUIREMENTS--LICENSES**

Contractor is required to have on permanent staff, or under subcontract, a licensed commercial pesticide applicator who is certified by the Texas Department of Agriculture or by the Structural Pest Control Board.

Also required on staff or under subcontract, is a licensed commercial irrigator approved by the Texas Board of Irrigators.

A copy of the above mentioned licenses shall be provided to the Director.

**IX. ADDITIONS & DELETIONS**

The City Purchasing Agent by means of a written authorization to the contractor may add other sites to this Contract and any items or services provided by Contractor that are reasonably related to the scope of this Contract. The Purchasing Agent may also delete sites, items or services by written notice. Written notification of the deleted sites, items or services shall take effect upon the Contractor's receipt of such notice or on such other day as specified therein. Addition of sites, items or services provided by Contractor shall be acquired by means of a Notice of Request to the City Purchasing Agent signed by the Department Director or his designee, but only if the City has allocated sufficient funds to pay for the additions as provided in the Contract. Additional items or services purchased by the City under this agreement shall be priced at Contractor's then current price for such items or services. As of the effective date, each item or service added shall be subject to this Contract, as if it had originally been a part, but any charge for such additions shall start to accrue only as of the effective date. Charges for deletions shall be excluded from any sums otherwise due under the Contract as of the date such notice is received by the Contractor.

**X. CHANGE ORDERS**

A. At any time during the Contract Term, the Director or City Purchasing Agent may, by Change Order, increase or decrease the Scope of Services or change plans and specifications, as he or she may find necessary to accomplish the general purpose of this Contract. The services or deliverables must be furnished or performed in accordance with all requirements of this contract, plus any special provisions, specifications or special instructions issued to execute the extra work.

B. To be effective, the Change Order prepared by the Director or City Purchasing Agent must be in substantially the following form:

CHANGE ORDER

To: (Name of Contractor)  
From: City of Houston, Texas (the "City")  
Date: (Date of Notice)  
Subject: Change Order pursuant to that certain "Contract for \_\_\_\_\_  
Services for the \_\_\_\_\_ Department" between the City and  
(Name of Contractor) countersigned by the City Controller on (Date of Countersignature  
of the Contract).

Subject to all terms and conditions of the Contract, the City hereby requests that the Contractor provide the following:

(Describe the additions to; or changes to the services or deliverables and Change Order Charges applicable to each).

Signed: \_\_\_\_\_  
(Signature of Director or City  
Purchasing Agent)

C. More than one Change Order may be given, subject to the following limitations:

1. Any Change Order which describes a total Change Order charge of \$25,000 or more shall be ineffective unless it is approved by the governing body of the City.
2. Any Change Order which describes items which the Contractor is otherwise required to provide under this Contract shall not obligate the City to pay any additional money to the Contractor.

D. Whenever the Contractor receives a Change Order, the Contractor shall furnish all necessary material, equipment, components, or appurtenances and personnel required to accomplish the work described in the Change Order. Such work shall be completed within the applicable time when prescribed, but if no applicable time for completion is prescribed, the work shall be completed within a reasonable amount of time. If the work described in any Change Order causes an unavoidable delay in any other work the Contractor is required to perform under this Contract, the Contractor shall be entitled to request a time extension for the completion of any such work. The decision of the Director or City Purchasing Agent regarding a time extension shall be final.

E. A deliverable or service provided pursuant to a Change Order is subject to inspection, acceptance or rejection in the same manner as any portion of the work described in the Original Contract and in the Scope of Services and other documentation, and is subject to the terms and conditions of the Original Contract as if it had originally been a part thereof.

F. If the Director or City Purchasing Agent is uncertain as to whether the Contractor is required to perform any work items under the requirements of this Contract, the Director or City Purchasing Agent may give a Change Order which describes such work, and the Contractor shall accomplish the same. Neither party shall waive its right to insist that the Change Order Charge described either is, or is not, payable, or is part of the original Scope of Services or not.

## **PART THREE—SPECIFICATIONS FOR ROSES**

### **I. PRUNING:**

On or about February 14<sup>th</sup> each year, cut back all canes to outward facing bud. Remove all dead, diseased canes with central orientation, and canes that cross others, above bud union. Leave 3 good canes per bush, 18” – 24” high, on Hybrid Teas 1 - 2 years old.

Floribundas: Same as above, but leave 4 canes.

Shrub Type: Prune out dead and diseased canes. Then shape shrub as specimen or hedge, depending on location.

Note: When pruning out diseased wood, clippers should be sterilized between each cut (alcohol, full strength, or Clorox, 10% solution). Cuts should be made 4" - 6" below diseased wood if possible; thoroughly clean up debris to prevent re-infection.

### **II. FERTILIZATION**

First application is at leaf break, using a water soluble, general purpose foliar fertilizer such as Peter's 20-20-20 (mixed at 1/2 - 2/3 strength). Repeat application two (2) weeks later.

Following the foliar application, 2 - 3 weeks after bud break, beginning granular feedings with a high-phosphorus fertilizer (unless soil tests show an excess build-up of phosphorus). Continue at one month intervals March - June. In July, fertilize at 1/2 rate so roses can enter summer dormancy. Do not fertilize in August, roses need a rest period. In addition to the regular fertilization, three (3) applications of chelated Iron should be applied to prevent and/or treat Iron deficiencies. Resume fertilizing at the first of September, and then stop after the November application.

Soil tests should be conducted twice a year to determine which fertilizer is required. Due to intensive fertilization and constant irrigation, the formulation may need to be altered occasionally.

### **III. SANITATION**

Due to a high susceptibility to diseases, sanitation is very important. All leaves, clippings, and debris should be removed on a weekly basis. See note on pruning diseased wood under PRUNING section for proper technique in reference to disease control.

### **IV. LEAF REMOVAL**

In late December, it may be necessary to manually strip all leaves from the plants to force them into winter dormancy (if the weather is unusually warm and there are no freezes).

## **V. IRRIGATION**

The soil must be moist at all times. Watering should be done a minimum of three times per week, or as weather conditions require. To be determined by Contractor and Facility Manager.

## **VI. CLIP/DEADHEAD**

Remove all blossoms that have declined. Though they may not be dead, they will be in a few days once they begin to decline.

To remove the declining blossom, make a cut at first five-leaflet juncture, 1/4" above the leaf bud in axil. The cut should be at a 45 degree angle, with high side of cut on same side as bud, and lower side of cut no lower than the axillary bud.

Any diseased and damaged material should be removed during the weekly visit.

## **VII. MULCH**

Mulch all trees as per the specified schedule. A minimum of 1" of shredded hardwood mulch should be evenly applied during each application. Special care should be taken so that the bud union is not covered or in contact with the mulch.

## **VIII. PESTICIDES**

### **A. FUNGAL**

Monthly applications should be made as a preventative measure, rather than waiting for infection and treating as a curative. Applications should begin at leaf break in February and continue until December, to control Black Leaf Spot, Downy Mildew and Powdery Mildew. Rotation of products is advised to prevent pesticide resistance.

Effective removal of Canker and Downey Mildew can only be achieved if proper sanitation and pruning techniques are followed -- see PRUNING section.

### **B. BACTERIAL**

Crown Gall may be found in some rose beds; if so, those plants may need to be removed and replaced. An inventory should be done in October so that new material can be installed at the same time the pruning is done.

### **C. INSECTS**

Aphids, thrips, and spider mites are the main insect pests for roses. Constant monitoring is necessary and monthly spraying is required for preventative control. Rotation of products is advised to prevent pesticide resistance.

**SECTION B**

**PART IV**

**LANDSCAPE SCHEDULES**

**SECTION B - PART IV - LANDSCAPE SCHEDULES**

**WORTHAM THEATER CENTER SCHEDULE**

FUNCTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
AERIFICATION OF TURF AREAS					1				1				2
BED WEED CONTROL (MANUAL)	5	4	4	4	5	4	4	5	4	4	2	4	49
BED WEED CONTROL (PRE-EMERGENT)	1			1			1			1			4
DEBRIS DISPOSAL	5	4	4	4	5	4	4	5	4	4	2	4	49
DISEASE INSPECTION	5	4	4	4	5	4	4	5	4	4	2	4	49
FIRE ANT CONTROL (SPOT)	5	4	4	4	5	4	4	5	4	4	2	4	49
FIRE ANT CONTROL (BROADCAST)			1			1			1				3
FLOOD CLEAN UP	AS REQUESTED BY FACILITY MANAGER												3
GROUND COVER TRIMMING		2	2	2	2	2	2	2	2	2	2		20
GROUND COVER TRIMMING SCALP			1										1
INSECT INSPECTION	5	4	4	4	5	4	4	5	4	4	2	4	49
IRRIGATION INSPECTION	2	2	2	2	3	2	2	3	2	2	2	2	26
MANICURED EDGING	5	4	4	4	5	4	4	5	4	4	2	4	49
MANICURED MOWING	5	4	4	4	5	4	4	5	4	4	2	4	49
MONOFILAMENT TRIM	5	4	4	4	5	4	4	5	4	4	2	4	49
MULCH						1						1	2
RYE OVERSEEDING										1			1
SEASONAL INSTALLATION			1			1				1			3
SEASONAL MAINTENANCE	5	4	4	4	5	4	4	5	4	4	2	4	49
SHRUB & G.C. FERTILIZATION			1				1			1			3
SHRUB TRIMMING – FORMAL	1		2	2	2	2	2	2	2	2	1		18
SHRUB TRIMMING – INFORMAL	1			1			1			1			4
SOIL TESTING			1				1				1		3
SPRAY LINES	2	2	2	2	2	2	2	2	2	2	2	2	24
TREE PRUNING – MAJOR		1											1
TREE PRUNING – MINOR					1		1		1				3
TURF FERTILIZATION			1		1		1		1				4

## SECTION B - PART IV - LANDSCAPE SCHEDULES

### SWEENEY CLOCK TRIANGLE AND SITE OF NEW MUSIC HALL SCHEDULE

FUNCTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
AERIFICATION OF TURF AREAS					1				1				2
BED WEED CONTROL (MANUAL)	5	4	4	4	5	4	4	5	4	4	2	4	49
BED WEED CONTROL (PRE-EMERGENT)	1			1			1			1			4
DEBRIS DISPOSAL	5	4	4	4	5	4	4	5	4	4	2	4	49
DISEASE INSPECTION	5	4	4	4	5	4	4	5	4	4	2	4	49
FIRE ANT CONTROL (SPOT)	5	4	4	4	5	4	4	5	4	4	2	4	49
FIRE ANT CONTROL (BROADCAST)			1			1			1				3
INSECT INSPECTION	5	4	4	4	5	4	4	5	4	4	2	4	49
IRRIGATION INSPECTION	2	2	2	2	3	2	2	3	2	2	2	2	26
MANICURED EDGING	5	4	4	4	5	4	4	5	4	4	2	4	49
MANICURED MOWING	5	4	4	4	5	4	4	5	4	4	2	4	49
MONOFILAMENT TRIM	5	4	4	4	5	4	4	5	4	4	2	4	49
MULCH						1						1	2
ROSE FERTILIZATION		2	1	1	1	1	1		1	1	1		10
ROSE FUNGICIDE APPLICATION		1	1	1	1	1	1	1	1	1	1		10
ROSE INSECTICIDE APPLICATION		1	1	1	1	1	1	1	1	1	1		10
ROSE PRUNING - DEADHEAD	5	4	4	4	5	4	4	5	4	4	2	4	49
ROSE PRUNING - MAJOR		1											1
RYE OVERSEEDING										1			1
SHRUB & G.C. FERTILIZATION			1				1			1			3
SHRUB TRIMMING - FORMAL	1		2	2	2	2	2	2	2	2	1		18
SHRUB TRIMMING - INFORMAL	1			1			1			1			4
SOIL TESTING			1				1				1		3
SPRAY LINES	2	2	2	2	2	2	2	2	2	2	2	2	24
TURF FERTILIZATION			1		1		1		1				4

## SECTION B - PART IV - LANDSCAPE SCHEDULES

### ALBERT THOMAS WEST HALL SCHEDULE

FUNCTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
AERIFICATION OF TURF AREAS					1				1				2
BED WEED CONTROL (MANUAL)	5	4	4	4	5	4	4	5	4	4	2	4	49
BED WEED CONTROL (PRE-EMERGENT)	1			1			1			1			4
DEBRIS DISPOSAL	5	4	4	4	5	4	4	5	4	4	2	4	49
DISEASE INSPECTION	5	4	4	4	5	4	4	5	4	4	2	4	49
FIRE ANT CONTROL (SPOT)	5	4	4	4	5	4	4	5	4	4	2	4	49
FIRE ANT CONTROL (BROADCAST)			1			1			1				3
FLOOD CLEAN UP			1				1				1		3
GROUND COVER TRIMMING		2	2	2	2	2	2	2	2	2	2		20
GROUND COVER TRIMMING SCALP			1										1
INSECT INSPECTION	5	4	4	4	5	4	4	5	4	4	2	4	49
IRRIGATION INSPECTION	2	2	2	2	3	2	2	3	2	2	2	2	26
MANICURED EDGING	5	4	4	4	5	4	4	5	4	4	2	4	49
MANICURED MOWING	5	4	4	4	5	4	4	5	4	4	2	4	49
MONOFILAMENT TRIM	5	4	4	4	5	4	4	5	4	4	2	4	49
MULCH						1						1	2
ROSE FERTILIZATION		2	1	1	1	1	1		1	1	1		10
ROSE FUNGICIDE APPLICATION		1	1	1	1	1	1	1	1	1	1		10
ROSE INSECTICIDE APPLICATION		1	1	1	1	1	1	1	1	1	1		10
ROSE PRUNING – DEADHEAD	5	4	4	4	5	4	4	5	4	4	2	4	49
ROSE PRUNING – MAJOR		1											1
RYE OVERSEEDING										1			1
SEASONAL INSTALLATION			1			1				1			3
SEASONAL MAINTENANCE	5	4	4	4	5	4	4	5	4	4	2	4	49
SHRUB & G.C. FERTILIZATION			1				1			1			3
SHRUB TRIMMING – FORMAL	1		2	2	2	2	2	2	2	2	1		18
SHRUB TRIMMING – INFORMAL	1			1			1			1			4
SOIL TESTING			1				1				1		3
SPRAY LINES	2	2	2	2	2	2	2	2	2	2	2	2	24
TREE PRUNING – MAJOR		1											1
TREE PRUNING – MINOR					1		1		1				3
TURF FERTILIZATION			1		1		1		1				4

**SECTION B - PART IV - LANDSCAPE SCHEDULES**

**GEORGE R. BROWN CONVENTION CENTER SCHEDULE**

FUNCTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
AERIFICATION OF TURF AREAS					1				1				2
BED WEED CONTROL (MANUAL)	5	4	4	4	5	4	4	5	4	4	2	4	49
BED WEED CONTROL (PRE-EMERGENT)	1			1			1			1			4
DEBRIS DISPOSAL	5	4	4	4	5	4	4	5	4	4	2	4	49
DISEASE INSPECTION	5	4	4	4	5	4	4	5	4	4	2	4	49
FIRE ANT CONTROL (SPOT)	5	4	4	4	5	4	4	5	4	4	2	4	49
FIRE ANT CONTROL (BROADCAST)			1			1			1				3
GROUND COVER TRIMMING		2	2	2	2	2	2	2	2	2	2		20
GROUND COVER TRIMMING - SCALP			1										1
INSECT INSPECTION	5	4	4	4	5	4	4	5	4	4	2	4	49
IRRIGATION INSPECTION	2	2	2	2	3	2	2	3	2	2	2	2	26
MANICURED EDGING	5	4	4	4	5	4	4	5	4	4	2	4	49
MANICURED MOWING	5	4	4	4	5	4	4	5	4	4	2	4	49
MONOFILAMENT TRIM	5	4	4	4	5	4	4	5	4	4	2	4	49
MULCH						1						1	2
ROSE FERTILIZATION		2	1	1	1	1	1		1	1	1		10
ROSE FUNGICIDE APPLICATION		1	1	1	1	1	1	1	1	1	1		10
ROSE INSECTICIDE APPLICATION		1	1	1	1	1	1	1	1	1	1		10
ROSE PRUNING - DEADHEAD	5	4	4	4	5	4	4	5	4	4	2	4	49
ROSE PRUNING - MAJOR		1											1
RYE OVERSEEDING										1			1
SHRUB & G.C. FERTILIZATION			1				1			1			3
SHRUB TRIMMING - FORMAL	1		2	2	2	2	2	2	2	2	1		18
SHRUB TRIMMING - INFORMAL	1			1			1			1			4
SOIL TESTING			1				1				1		3
SPRAY LINES	5	4	4	4	5	4	4	5	4	4	2	4	49
TREE PRUNING - MAJOR		1											1
TREE PRUNING - MINOR					1		1		1				3
TURF FERTILIZATION			1		1		1		1				4

## SECTION B - PART IV - LANDSCAPE SCHEDULES

### JONES PLAZA SCHEDULE

FUNCTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
AERIFICATION OF TURF AREAS					1				1				2
BED WEED CONTROL (MANUAL)	5	4	4	4	5	4	4	5	4	4	2	4	49
BED WEED CONTROL (PRE-EMERGENT)	1			1			1			1			4
DEBRIS DISPOSAL	5	4	4	4	5	4	4	5	4	4	2	4	49
DISEASE INSPECTION	5	4	4	4	5	4	4	5	4	4	2	4	49
FIRE ANT CONTROL (SPOT)	5	4	4	4	5	4	4	5	4	4	2	4	49
FIRE ANT CONTROL (BROADCAST)			1			1			1				3
INSECT INSPECTION	5	4	4	4	5	4	4	5	4	4	2	4	49
IRRIGATION INSPECTION	2	2	2	2	3	2	2	3	2	2	2	2	26
MANICURED EDGING	5	4	4	4	5	4	4	5	4	4	2	4	49
MANICURED MOWING	5	4	4	4	5	4	4	5	4	4	2	4	49
MONOFILAMENT TRIM	5	4	4	4	5	4	4	5	4	4	2	4	49
MULCH						1						1	2
RYE OVERSEEDING										1			1
SHRUB & G.C. FERTILIZATION			1				1			1			3
SHRUB TRIMMING – INFORMAL	1			1			1			1			4
SOIL TESTING			1				1				1		3
SPRAY LINES	5	4	4	4	5	4	4	5	4	4	2	4	49
TREE PRUNING – MAJOR		1											1
TREE PRUNING – MINOR					1		1		1				3
TURF FERTILIZATION			1		1		1		1				4

**SECTION B - PART IV - LANDSCAPE SCHEDULES**

**JONES HALL SCHEDULE**

FUNCTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
BED WEED CONTROL (MANUAL)	5	4	4	4	5	4	4	5	4	4	2	4	49
BED WEED CONTROL (PRE-EMERGENT)	1			1			1			1			4
DEBRIS DISPOSAL	5	4	4	4	5	4	4	5	4	4	2	4	49
DISEASE INSPECTION	5	4	4	4	5	4	4	5	4	4	2	4	49
FIRE ANT CONTROL (SPOT)	5	4	4	4	5	4	4	5	4	4	2	4	49
FIRE ANT CONTROL (BROADCAST)			1			1			1				3
GROUND COVER TRIMMING		2	2	2	2	2	2	2	2	2	2		20
GROUND COVER TRIMMING SCALP			1										1
INSECT INSPECTION	5	4	4	4	5	4	4	5	4	4	2	4	49
MULCH (AS NEEDED--see p. 5)						1						1	2
SEASONAL INSTALLATION			1			1				1			3
SEASONAL MAINTENANCE	5	4	4	4	5	4	4	5	4	4	2	4	49
SHRUB & G.C. FERTILIZATION			1				1			1			3
SHRUB TRIMMING – FORMAL	1		2	2	2	2	2	2	2	2	1		18
SHRUB TRIMMING – INFORMAL	1			1			1			1			4
SOIL TESTING			1				1				1		3
SPRAY LINES	2	2	2	2	2	2	2	2	2	2	2	2	24
TREE PRUNING – MAJOR		1											1
TREE PRUNING – MINOR					1		1		1				3

## SECTION B - PART IV - LANDSCAPE SCHEDULES

### HOUSTON CENTER FOR THE ARTS SCHEDULE

FUNCTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
AERIFICATION OF TURF AREAS					1				1				2
BED WEED CONTROL (MANUAL)	5	4	4	4	5	4	4	5	4	4	2	4	49
BED WEED CONTROL (PRE-EMERGENT)	1			1			1			1			4
DEBRIS DISPOSAL	5	4	4	4	5	4	4	5	4	4	2	4	49
DISEASE INSPECTION	5	4	4	4	5	4	4	5	4	4	2	4	49
FIRE ANT CONTROL (SPOT)	5	4	4	4	5	4	4	5	4	4	2	4	49
FIRE ANT CONTROL (BROADCAST)			1			1			1				3
GROUND COVER TRIMMING		2	2	2	2	2	2	2	2	2	2		20
GROUND COVER TRIMMING SCALP			1										1
INSECT INSPECTION	5	4	4	4	5	4	4	5	4	4	2	4	49
IRRIGATION INSPECTION	2	2	2	2	3	2	2	3	2	2	2	2	26
MANICURED EDGING	5	4	4	4	5	4	4	5	4	4	2	4	49
MANICURED MOWING	5	4	4	4	5	4	4	5	4	4	2	4	49
MONOFILAMENT TRIM	5	4	4	4	5	4	4	5	4	4	2	4	49
MOWING OF PARKING LOT	1	1	1	1	1	1	1	1	1	1	1	1	12
MULCH						1						1	2
RYE OVERSEEDING										1			1
SEASONAL INSTALLATION			1			1				1			3
SEASONAL MAINTENANCE	5	4	4	4	5	4	4	5	4	4	2	4	49
SHRUB & G.C. FERTILIZATION			1				1			1			3
SHRUB TRIMMING - FORMAL	1		2	2	2	2	2	2	2	2	1		18
SHRUB TRIMMING - INFORMAL	1			1			1			1			4
SOIL TESTING			1				1				1		3
SPRAY LINES	2	2	2	2	2	2	2	2	2	2	2	2	24
TREE PRUNING - MAJOR		1											1
TREE PRUNING - MINOR					1		1		1				3
TURF FERTILIZATION			1		1		1		1				4

**SECTION B - PART IV - LANDSCAPE SCHEDULES**

**BUFFALO BAYOU SCHEDULE**

FUNCTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
AERIFICATION OF TURF AREAS					1				1				2
BED WEED CONTROL (MANUAL)	5	4	4	4	5	4	4	5	4	4	2	4	49
BED WEED CONTROL (PRE-EMERGENT)	1			1			1			1			4
DEBRIS DISPOSAL	5	4	4	4	5	4	4	5	4	4	2	4	49
DISEASE INSPECTION	5	4	4	4	5	4	4	5	4	4	2	4	49
FIRE ANT CONTROL (SPOT)	5	4	4	4	5	4	4	5	4	4	2	4	49
FIRE ANT CONTROL (BROADCAST)			1			1			1				3
FLOOD CLEAN UP	AS REQUESTED BY FACILITY MANAGER												3
GROUND COVER TRIMMING		2	2	2	2	2	2	2	2	2	2		20
GROUND COVER TRIMMING SCALP			1										1
INSECT INSPECTION	5	4	4	4	5	4	4	5	4	4	2	4	49
IRRIGATION INSPECTION	2	2	2	2	3	2	2	3	2	2	2	2	26
MANICURED EDGING	5	4	4	4	5	4	4	5	4	4	2	4	49
MANICURED MOWING	5	4	4	4	5	4	4	5	4	4	2	4	49
MONOFILAMENT TRIM	5	4	4	4	5	4	4	5	4	4	2	4	49
MULCH						1						1	2
RYE OVERSEEDING										1			1
SHRUB & G.C. FERTILIZATION			1				1			1			3
SHRUB TRIMMING – FORMAL	1		2	2	2	2	2	2	2	2	1		18
SHRUB TRIMMING – INFORMAL	1			1			1			1			4
SOIL TESTING			1				1				1		3
SPRAY LINES	2	2	2	2	2	2	2	2	2	2	2	2	24
TREE PRUNING – MAJOR		1											1
TREE PRUNING – MINOR					1		1		1				3
TURF FERTILIZATION			1		1		1		1				4

**SECTION C  
GENERAL TERMS & CONDITIONS**

<b>THE STATE OF TEXAS</b>	§ §	<b>LANDSCAPING SERVICE FOR CONVENTION &amp; ENTERTAINMENT FACILITIES DEPARTMENT</b>
<b>COUNTY OF HARRIS</b>	§	<b>BID INV. NO. LC-N-0734-099-12374</b>  <b>CONTRACT NO.:</b> _____  <b>ORDINANCE NO.:</b> _____

This Contract, hereinafter referred to as the "Contract," is made and entered into on the date of countersignature by the City Controller ("Effective Date") last specified herein, by and between the City of Houston, Texas, a municipal corporation principally situated in Harris County, Texas (hereinafter referred to as "City") and \_\_\_\_\_. (hereinafter referred to as "Contractor").

The initial addresses for the parties shall be as follows:

City of Houston	_____
P. O. Box 1562	_____
Houston, Texas 77251-1562	_____
	_____
	_____

W I T N E S S E T H:

WHEREAS, the City desires to obtain high quality professional landscaping service, and to that end has advertised for and received competitive bids;

WHEREAS, the Contractor has submitted the lowest and best bid for the provision of said services;

NOW, THEREFORE, for and in consideration of the mutual covenants, obligations, benefits and agreements herein contained, the City and Contractor do hereby agree as follows:

**ARTICLE I**  
Scope of Services

The Contractor shall supply all superintendence, labor, tools, materials, supplies and equipment necessary, as well as insurance and bonds as required, for the performance of the work described herein, in accordance with the terms and provisions herein as set out in Exhibits "A" through "F", attached hereto, incorporated herein by reference and made a part of this Contract for all purposes.

ARTICLE II  
Term of Performance

This Contract shall become effective on the Date of Countersignature; however, the Term for performance shall begin on the date specified in the Notice to Proceed issued by the Purchasing Agent authorizing Contractor to commence services hereunder and shall continue for **three consecutive years** thereafter. However, the Term may be extended for **two additional one year periods**, solely at the discretion of the Purchasing Agent by giving thirty days advance written notice to Contractor prior to the expiration of the initial Term for the first extension year; and if the second additional year is exercised, thirty days prior to the expiration of the first extension year.

Upon written notice from the Director to Contractor, the term of this Contract shall be extended on the same terms and conditions for a period of time not to exceed ninety (90) days for the completion of services hereunder or the provision of additional related services.

ARTICLE III  
Payment and Compensation

For and in consideration of performance of the services specified under this Contract, City agrees to pay and the Contractor agrees to accept the fees stated in Exhibit "C", Fee Schedule, incorporated herein by reference and made a part of this Contract for all purposes. Payment is due thirty (30) days after the City has approved the invoice for services performed satisfactorily.

The Contractor shall submit to the City monthly invoices by the tenth day of the month following that month during which the services were performed for which payment is requested. The City shall pay the invoiced amount within thirty (30) days of receipt of an invoice approved by the Director of the Convention & Entertainment Facilities Department.

ARTICLE IV  
Termination

A. Termination by the City with Opportunity to Cure

The City may terminate its performance under this Contract in the event of default by Contractor and a failure by Contractor to cure such default after receiving notice thereof, all as provided in this Section.

Default by Contractor shall occur if Contractor fails to observe or perform any of its duties under the Contract or if Contractor shall become insolvent, or if all or a substantial part of Contractor's assets shall be assessed for the benefit of Contractor's creditors or if a receiver or trustee shall be appointed for Contractor. Should such a default occur, the Director or City Purchasing Agent shall deliver a written notice to Contractor describing such default and the proposed date of termination. Such date may not be sooner than the seventh (7th) day following receipt of the notice. The City, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, Contractor cures such default to the Director's satisfaction, then the proposed termination shall be ineffective.

If Contractor fails to cure such default prior to the proposed date of termination, then the City may terminate its performance under this Contract as of such date, at no further obligation of the City.

Upon the second occurrence of a default under this Contract, the City may, at its discretion, terminate this Contract immediately upon written notice to Contractor regardless of whether Contractor cures the default. Final termination for cause by the City shall be effected by a written notice from the Director or Purchasing Agent to Contractor.

B. Termination by the Contractor for City's Default

The Contractor may terminate its performance under this Contract only in the event of default by the City and a failure by the City to cure such default after receiving notice thereof, all as provided in this subsection. Default by the City shall occur if the City fails to observe or perform any of its duties under this Contract. Should such a default occur, the Contractor may deliver a written notice to the Director describing such default, specifying the provisions of the Contract under which the Contractor considers the City to be in default, giving sufficient details of the alleged breach to enable the City to cure and the proposed date of termination. Such date may not be sooner than ninety (90) days following receipt of the notice. The Contractor, at its sole option, may extend the proposed date of termination to a later date. If the City cures such default prior to the proposed date of termination, then the proposed termination shall be ineffective. If the City fails to cure such default prior to the proposed date of termination, then the Contractor may terminate its performance under this Contract as of such date.

C. Termination by City for Convenience

The City Purchasing Agent may terminate this Contract at any time upon thirty (30) days notice in writing to the Contractor. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract. As soon as practicable after receipt of notice of termination, the Contractor shall submit a statement to the Director showing in detail the service performed under this Contract to date of termination. The City agrees to compensate the Contractor for that portion of the prescribed charges for which the services were actually performed under this Contract and not previously paid bear to the total services required.

D. Removal of Contractor Owned Equipment and Materials

Upon expiration, or termination, or cancellation of this contract, the Contractor shall be permitted ten (10) days within to remove contractor-owned material and equipment from the City's premises. The City shall make such material and equipment readily available to the Contractor. The time period may be extended upon approval by the Director. The City reserves the right to deny any extension of time.

## ARTICLE V Funding

Allocated Funds Limitation of City's Duties

- A. The City's duties to pay money to the Contractor for any purpose under this Contract are limited in their entirety by the provisions of this Section.

B. In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$\_\_\_\_\_ to be used to discharge its duties to pay money under this Contract (the "Original Allocation"). The parties recognize that the executive and legislative officers of the City, in the exercise of their sound discretion, may allocate supplemental sums of money for the purpose of this Contract. Because the City's officers are not obligated to make any such supplemental allocations, the parties have agreed to certain procedures and remedies to be followed with respect thereto.

C. A supplemental allocation will only be deemed to be made when the City sends a notice to the Contractor (which notice must be signed by the Director and the City Controller) in substantially the following form:

"NOTICE OF SUPPLEMENTAL ALLOCATIONS OF FUNDS"

TO: (Name of Contractor)  
FROM: City of Houston, Texas (the "City")  
DATE: (Date of notice)  
SUBJECT: Supplemental allocation of funds for the purpose of that certain "Contract for \_\_\_\_\_ (title of this Contract)" by and between the City and " \_\_\_\_\_ (name of Contractor)" countersigned by the City Controller on " \_\_\_\_\_ (date of countersignature)" (the "Contract").

D. I, \_\_\_\_\_ (name of City Controller), City Controller of the City of Houston, do hereby certify that the supplemental sum of \$\_\_\_\_\_, upon the request of the below-signed Director, has been allocated for the purpose of the Contract specified above out of funds appropriated for such purpose by the City Council of the City of Houston. Such supplemental allocation has been charged to such appropriation.

The aggregate of all sums allocated for the purpose of such Contract, including the Original Allocation, other supplemental allocations (if any) and the supplemental sum specified herein, as of the date of this notice, is \$\_\_\_\_\_.

REQUESTED AND APPROVED:

SIGNED:

(Signature of the Director)  
Director

(Signature of the City Controller)  
City Controller of the City

D. The aggregate of the Original Allocation and all supplemental allocations effected by the notice to the Contractor in substantially the foregoing form, if any, shall be the Allocated Funds. The City shall never be obligated to pay any money by, through or under this Contract in an aggregate amount which exceeds the level of the Allocated Funds. It shall be the obligation of Contractor to assure itself that sufficient allocations have been made to pay for services provided. In the event that Allocated Funds are exhausted, Contractor's only remedy shall be suspension or termination of its performance under this Contract, and it shall have no other remedy in law or equity against the City and no right to damages of any kind.

ARTICLE VI

## Release, Indemnification & Insurance

### A. RELEASE:

CONTRACTOR RELEASES THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY IN THIS SECTION, THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, INCLUDING INJURY, DEATH, DAMAGE OR LOSS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE.

### B. INDEMNIFICATION:

CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, IN THIS SECTION THE "CITY") FOR ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, AND EXPENSES (INCLUDING ALL DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING THOSE CAUSED BY:

- (1) CONTRACTOR'S ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- (2) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND
- (3) THE CITY'S AND CONTRACTOR'S STRICT OR STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY DURING THE TERM OF THIS AGREEMENT AND FOR FOUR (4) YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

### INDEMNIFICATION PROCEDURES:

- (1) Notice of Claims. If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:
  - (a) a description of the indemnification event in reasonable detail,
  - (b) the basis on which indemnification may be due, and
  - (c) the anticipated amount of the indemnified loss.

The notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

### (2) Defense of Claims

- (a) Assumption of Defense Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.
- (b) Continued Participation If Contractor elects to defend the claim, the City may retain separate counsel to participate in the defense and to participate in any settlement negotiations. Contractor shall notify the City of all settlement offers. Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in

the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

C. Insurance

The Contractor shall obtain and maintain in effect during the term of this agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the Contract. The City shall be named as an additional insured on all such policies except Professional Liability and Workers' Compensation and shall be primary to any other insurance. **The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.** Contractor shall maintain the following insurance coverages in the following amounts:

1. Commercial General Liability Insurance including Contractual Liability:
  - \$500,000 per occurrence; \$1,000,000 aggregate, (defense costs excluded from face value of the policy)
  
2. Workers' Compensation including Broad Form All States Endorsement
  - Amount shall be statutory amount.
  - \*\* **Employer's Liability cannot be used as a substitute for Workers' Compensation**
  - \*\*
  
3. Automobile Liability Liability for autos furnished or used in the course of performance of this Contract, including Owned, non-owned, and hired auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.  
\$1,000,000 Combined Single Limit per occurrence

All of the insurance required to be carried by the Contractor hereunder shall be by policies which shall require on their face, or by endorsement, that the insurance carrier waive any rights of subrogation against the City, and that it shall give thirty (30) days written notice to the City before they may be cancelled or materially changed. Within such thirty (30) day period Contractor/covenants that it will provide other suitable policies in lieu of those about to be cancelled or materially changed so as to maintain in effect the required coverage. Failure or refusal of the Contractor to obtain and keep in force the above-required insurance coverage shall authorize the City, at its option, to terminate this Contract at once.

If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractor to cover their operations, and evidence of such insurance, satisfactory to the City shall be furnished by the Contractor. In the event a Subcontractor is unable to furnish insurance in the

limits required under the Contract, the Contractor shall endorse the Subcontractor as an Additional Insured on his policies excluding Workers' Compensation and Employer's Liability.

ARTICLE VII  
Performance Bonding

The Contractor shall have and maintain throughout the term of this Contract a Performance Bond in the form prescribed by the City (G/MM-193) in the amount of zero percent (0%) of the award, attached hereto and made a part of the Contract for all purposes. (Exhibit "G"). Any surety providing such a bond must possess sufficient bonding capacity and appear on the current list published by the U.S. Treasury Department sureties on Federal projects.

ARTICLE VIII  
Force Majeure

The term "force majeure" as used herein means any act of God, strike, lockout, or other industrial disturbance, act of a public enemy, war, blockade, public riot, lightning, fire, storm, flood, explosion, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension.

If because of force majeure any party hereto is rendered unable, wholly or in part, to carry out its obligations under this Contract, then such party shall give to the other party prompt written notice of the force majeure with reasonable full details concerning it; thereupon the obligations of both parties, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The affected party shall use all possible diligence to remove the force majeure as quickly as possible, but this obligation shall not be deemed to require the settlement of any strike, lockout, or other labor difficulty contrary to the wishes of the party involved.

ARTICLE IX  
Default

Contractor covenants, agrees and recognizes that the City may for any failure of the Contractor to comply fully with the terms and provisions of this Contract, declare Contractor to be in breach and avail itself of any and all remedies available to the City at law or in equity.

ARTICLE X  
Non-Waiver

The failure of either party hereto to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Contract, shall not be construed as a waiver or relinquishment of the future performance of such term, covenant or condition by the other party hereto, but the obligation of such party with respect to such future performance shall continue in full force and effect.

ARTICLE XI  
Remedies Cumulative

The rights and remedies contained in this Contract shall not be exclusive, but shall be cumulative of all other rights and remedies, now or hereafter existing, whether by statute, at law, or in equity.

ARTICLE XII  
Address and Notice

Unless otherwise provided in this contract, any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called "notice") herein provided or permitted to be given, made or accepted by any party to the other must be in writing and may be given or be served by depositing the same in the United States mail, postpaid and registered or certified, and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by prepaid telegram, when appropriate, addressed to the party to be notified. Notice deposited in the United States mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Contract, from and after the expiration of three (3) days after it is so deposited.

Notice given in any manner other than that stated herein shall be effective only if and when received by the party to be notified. For the purpose of notice, the addresses to the parties shall, until changed as hereinabove provided, be as stated in the preamble, Page 1 of 14, of this Contract.

Each party shall have the right at any time to change its respective address and each shall have the right to specify as its address any other address, provided that at least ten (10) days written notice is given of such new address to the other party.

ARTICLE XIII  
Independent Contractor

The relationship of the Contractor to the City shall be that of an independent contractor, and no principal-agent or employer-employee relationship is created by this Contract. By entering into this Contract with the City, Contractor acknowledges that it will, in the performance, of its duties under this Contract be acting as an independent contractor and that no officer, agent or employee of the Contractor will be for any purpose an employee of the City of Houston and that no officer, agent or employee of the Contractor is entitled to any of the benefits and privileges of a City employee or officer under any provision of the statutes of the State of Texas or the Charter and ordinances of the City of Houston.

ARTICLE XIV  
Governing Law

This Agreement is subject to and shall be construed in accordance with the laws of the State of Texas, the City Charter and Ordinances of the City of Houston, the laws of the federal government of the United States of America and all rules and regulations of any regulatory body or officer having jurisdiction. This Contract is performable in Harris County, Texas.

## ARTICLE XV

### Severability

If any provision of this Contract shall be determined to be legally invalid or unenforceable, such invalidity or unenforceability shall not affect the whole Contract; but the whole Contract shall be construed as if not containing the provision, and the rights and obligations of the parties shall be construed and enforced accordingly.

## ARTICLE XVI

### Captions

The captions at the beginning of each article of this Contract are guides and labels to assist in locating and reading such articles, and, therefore, will be given no effect in construing this Contract and shall not be restrictive of the subject matter of any article, section or part of this Contract.

## ARTICLE XVII

### Equal Employment Opportunity

The Contractor agrees to comply fully with the provisions of the City's Equal Employment Opportunity Ordinance, identified as Exhibit "E", attached hereto, incorporated herein by reference and made a part of this Contract for all purposes.

## ARTICLE XVIII

### MWBE COMPLIANCE - FORM 1

Contractor agrees to comply with the City's Minority and Women Business Enterprises programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances insofar as such programs apply to this Contract. Contractor further agrees that it will make good faith efforts to award subcontracts or supply agreements in a least **twenty percent (20%)** of the value of this Contract to Minority and Women-owned Business Enterprises certified by the City's Affirmative Action Division. In addition, Contractor acknowledges that it has reviewed the requirements for good faith efforts that are on file with the City's Affirmative Action and Contractor acknowledges that it has reviewed and is familiar with such requirements and will comply with them.

Contractor shall require written subcontracts with all MWBE subcontractors and suppliers which must contain the terms set out in **Attachment "E" of Exhibit "F"**. If Contractor is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000.00 or less, then the subcontract must also be signed by the attorneys of the respective parties.

## ARTICLE XIX

### Payment of Subcontractors - Contractor's Duty to Pay

Contractor shall make timely payments to all persons and entities supplying labor, materials or

equipment for the performance of this Contract. Contractor agrees to protect, defend, and indemnify the City from any claims or liability arising out of Contractor's failure to make such payments. (Disputes relating to payment of MWBE subcontractors shall be submitted to arbitration in the same manner as any other disputes under the MWBE subcontract. Failure of the Contractor to comply with the decisions of the arbitrator may, at the sole discretion of the City, to be deemed a material breach leading to termination of this Contract.)

ARTICLE XX  
Successors and Assigns

This Contract shall bind and benefit the respective parties and their legal successors, and shall not be assignable, in whole or in part, without first obtaining the written consent of the City's Purchasing Agent. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

The Contractor shall not delegate any portion of its performance under this Contract without the written consent of the City Purchasing Agent.

Failure of the Contractor to obtain City Purchasing Agent's written consent to the assignment of the Contract shall be an event of default and the City Purchasing Agent, at his or her sole discretion, may immediately terminate this Contract.

ARTICLE XXI  
Amendment or Modification

Except as otherwise provided in this Contract, this Contract shall be subject to change, amendment or modification only by the mutual written consent of the parties hereto.

ARTICLE XXII  
Ambiguities

In the event of any ambiguity in any of the terms of this Contract, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

ARTICLE XXIII  
Parties in Interest

This Contract shall not bestow any rights upon any third party, but rather, shall bind and benefit the City and the Contractor only.

ARTICLE XXIV  
Acceptances and Approvals

Any acceptance or approval by the City, or its agents or employees shall not constitute nor be deemed to be a release of the responsibility and liability of the Contractor, its employees, agents, subcontractors or suppliers for the accuracy, competency and completeness of any reports, information or other documents prepared or services performed pursuant to the terms and conditions of this Contract, nor shall such acceptance or approval be deemed to be an assumption of such responsibility or liability by the City or its agents and employees for any defect, error or omission in any reports, information or other documents

prepared or services performed by the Contractor, its employees, agents, subcontractors or suppliers pursuant to this Contract.

ARTICLE XXV  
Interest of Public Officials

The Contractor represents and warrants that no employee or official of the City of Houston is or will be pecuniary interested or benefited directly or indirectly in this contract. The Contractor further represents and warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any employee or official, of the City of Houston with a view toward securing favorable treatment in the award of this Contract, nor shall it give or offer gratuities to any employee or official of the City with a view toward securing favorable treatment with respect to any future amendments, if any, to this Contract or evaluations of its performance hereunder. For breach of any representation or warranty in this clause, the City shall have the right to annul this contract without liability and/or have recourse to any other remedy it may have at law or in equity.

ARTICLE XXVI  
Taxes

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices shall not contain assessments of any of these taxes.

ARTICLE XXVII  
Patents

The Contractor agrees to indemnify and save harmless the City, and all City employees and officers from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances and/or products of processes. The Contractor shall pay all royalties and charges which are imposed by any party for use of such patented appliances and/or products of processes. Evidence of such payment or satisfaction shall be submitted, upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance and/or products of processes are used.

ARTICLE XXVIII  
Audit and Inspection

The City shall have the right but not the duty to inspect, audit, copy and examine all books and records of the Contractor pertaining to its performance of services and obligations to the City under this Contract and the City shall have the right to inspect all property utilized in connection with this Contract. The Contractor shall maintain all books and records pertaining to this Contract for a period of three (3) years after the termination or expiration of this Contract.

The City Attorney or his or her designee shall have the right to enforce all legal rights and obligations under this Contract without further authorization. Contractor covenants to provide to the City Attorney all documents and records that the City Attorney deems necessary to assist in determining Contractor's

compliance with this Contract, with the exception of those documents made confidential by federal or State law or regulation.

#### ARTICLE XXIX

##### Venue

For purpose of this Contract, venue shall be in Harris County, Texas.

#### ARTICLE XXX

##### Survival

The provisions of this Contract which expressly or impliedly contemplate or require performance after the termination or expiration of operations hereunder shall survive such expiration or termination.

#### ARTICLE XXXI

##### Payment of Fines and Penalties

The Contractor shall pay any and all fines or penalties assessed against the City by any organization or entity having jurisdiction for the Contractor's violations of applicable laws, codes, regulations and/or orders arising in connection with the Contractor's performance of services hereunder.

#### ARTICLE XXXII

##### Representations

The Contractor represents that it and its employees, agents and subcontractors are fully competent and qualified to perform all the services required to be performed under this Contract. The Contractor further represents that it is experienced in this type of service and that all services to be performed hereunder shall be of the highest professional quality.

#### ARTICLE XXXIII

##### Contractor Performance Language

Contractor shall make citizen satisfaction a priority in providing services under this Contract. Contractor's employees shall be trained to be customer-service oriented and to positively and politely interact with citizens when performing Contract services. Contractor's employees shall be clean, courteous, efficient and neat in appearance at all times and committed to offering the highest degree of service to the public. If, in the Director's determination, the Contractor is not interacting in a positive and polite manner with citizens, the Contractor shall take all remedial steps to conform to the standards set by this Contract and is subject to termination for breach of Contract.

#### ARTICLE XXXIV

##### Drug Detection and Deterrence

The Contractor agrees to comply fully with the provisions of the City's Drug Detection and Deterrence

Policy, identified as Exhibit "D", attached hereto, incorporated herein by reference and made a part of this Contract for all purposes.

ARTICLE XXXV  
Entire Agreement

This Contract contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties.

IN TESTIMONY OF WHICH, this instrument has been executed by and on behalf of the Contractor on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and has been executed on behalf of the City by its Mayor and attested by its City Secretary, under its City Seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and countersigned by the City Controller in duplicate originals, both of equal force.

**CITY OF HOUSTON, TEXAS**

\_\_\_\_\_

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Name of Officer:**  
**Title:**

**SEAL/ATTEST**

**SEAL/ATTEST**

\_\_\_\_\_  
**City Secretary**

\_\_\_\_\_  
**Name of Officer:**  
**Title:**

**SEAL/ATTEST**

**SEAL/ATTEST**

**COUNTERSIGNED:**

**APPROVED:**

\_\_\_\_\_  
**City Controller**

\_\_\_\_\_  
**Acting City Purchasing Agent**

**DATE COUNTERSIGNED:** \_\_\_\_\_

This Contract has been reviewed as to form by the undersigned legal assistant and has been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Legal Assistant

**EXHIBIT "A"**  
**DEFINITIONS**

1.0 Definitions.

As used in this Contract, the following words and phrases shall have the meaning set out below unless a different meaning clearly appears from the context in which the term appears:

1.1 City.

Shall mean the City of Houston, Texas, a municipal corporation whose initial address is as follows:

City of Houston  
P. O. Box 1562  
Houston, Texas 77251-1562

1.2 City Purchasing Agent

Is defined as the person or duly authorized successor, authorized in writing to act for the City. The term includes, except as otherwise provided in this Contract, the authorized representative of the City Purchasing Agent acting within the limits of delegated authority.

1.3 Contract.

Shall mean this agreement, approved by the governing body for the performance of the work or service, as set forth in the documents and specifications.

1.4 Contract Administrator.

Shall mean the representative of the Convention & Entertainment Facilities Department who is responsible for the administration for the Contract.

1.5 Contract Award Notice.

Means the official notification substantiated by the Notice to Proceed issued by the City Purchasing Agent to the Contractor.

1.6 Contract Charges.

Shall mean the charges that accrue during a given month as defined in Article III.

1.7 Contract Sum.

Shall mean the sums set out in full in Article V.

EXHIBIT "A"

1.8 Contract Term.

Is defined in Article II.

1.9 Council Motion or Ordinance.

Shall mean the official document passed by the Governing Body designating award(s) and directing the City Purchasing Agent to issue Notice(s) to Proceed.

1.10 Effective Date

Is defined as date contract is countersigned by the City Controller.

1.11 Director.

Shall mean the Director of the Appropriate Department or any other person who may be designated (by means of written notice to the Contractor from the Director) to perform the functions delegated to the Director in this Contract, but only for so long as the designation remains in effect and only within the limits of authority set out in such a notice.

1.12 Established Supplier.

Is defined as any company who engages in any practice or trade, or method of dealing regularly in a place, vocation or trade as to justify an expectation that the Contractor can be expected to perform in a satisfactory manner with respect to this Contract.

1.13 Governing Body.

Shall mean the Mayor and City Council of the City of Houston.

1.14 Start of Contract Period.

Shall mean the date specified in the notice to proceed from the City Purchasing Agent.

1.15 Surety

Shall mean the party who is legally bound with and for the Contractor to insure the payment of all lawful debts pertaining to and for the acceptable performance of the Contractor.

1.16 Regular Time

Shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m.

1.17 Overtime

Shall mean after 5:00 p.m. Monday through Friday, all day Saturday and Sunday.

**EXHIBIT "B"**  
**SCOPE OF SERVICES**

**EXHIBIT "C"**  
**FEE SCHEDULE**

## EXHIBIT "D"

### CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURE

- (a) It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by contractors while on City premises is prohibited. By executing this Contract, Contractor represents and certifies that it meets and shall comply with all the requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 ("Mayor's Policy") and the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), both of which are on file in the Office of the City Secretary.
- (b) Confirming its compliance with the Mayor's Policy and Executive Order, Contractor, as a condition precedent to City's obligations under this Contract, will have filed with the Contract Compliance Officer for Drug Testing ("CCODT"), prior to execution of this Contract by the City, (i) a copy of its drug-free workplace policy, (ii) the Drug Policy Compliance Agreement substantially in the format set forth in Attachment "A" to the Executive Order, together with a written designation of all safety impact positions, and (iii) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the format set forth in Attachment "C" to the Executive Order. If Contractor files written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six (6) months during the performance of this Contract or upon the completion of this Contract if performance is less than six (6) months, a Drug Policy Compliance Declaration in a form substantially similar to Attachment "B" to the Executive Order. The Drug Policy Compliance Declaration shall be submitted to the CCODT within thirty days of completion of this Contract. The first six (6) month period shall begin to run on the date City issues its notice to proceed hereunder or if no notice to proceed is issued, on the first day Contractor begins work under this Contract.
- (c) Contractor shall have the continuing obligation to file with the CCODT written designations of safety impact positions and Drug Policy Compliance Declarations at anytime during the performance of this Contract that safety impact positions are added if initially no safety impact positions were designated. Contractor also shall have the continuing obligation to file updated designations of safety impact positions with the CCODT when additional safety impact positions are added to Contractor's employee work force.
- (d) The failure of Contractor to comply with the above Sections shall be a breach of this Contract entitling City to terminate in accordance with Article IV.

EXHIBIT "D"  
**DRUG POLICY COMPLIANCE AGREEMENT**

**ATTACHMENT A**

I, \_\_\_\_\_ as an owner  
or officer of

**(Name) (Print/Type)**

**(Title)**

\_\_\_\_\_  
(Contractor)

**(Name of Company)**

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed.

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Contractor Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

## DRUG POLICY COMPLIANCE DECLARATION ATTACHMENT B

I, \_\_\_\_\_ as an owner  
or officer of **(Name) (Print/Type)** **(Title)**

\_\_\_\_\_  
**(Contractor)** **(Name of Company)**

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding six months from \_\_\_\_\_ to \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_ A written Drug Free Workplace Policy has been implemented and employees notified. The policy meets  
Initials the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

\_\_\_\_\_ Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection  
Initials and Deterrence Procedures for Contractors, Executive Order 1-31. Employees have been notified of such  
procedures.

\_\_\_\_\_ Collection/testing has been conducted in compliance with federal Health and Human Services (HHS)  
Initials guidelines.

\_\_\_\_\_ Appropriate safety impact positions have been designated for employee positions performing on the City  
Initials of Houston contract. The number of employees on safety impact positions during this reporting period  
is \_\_\_\_\_.

\_\_\_\_\_ From \_\_\_\_\_ to \_\_\_\_\_ the following testing has  
Initials occurred: (start date) (end date)

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
Number of Employees Tested	_____	_____	_____	_____
Number of Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

\_\_\_\_\_ Any employee who tested positive was immediately removed from the City work site consistent with  
Initials the Mayor's Policy and Executive Order No. 1-31.

\_\_\_\_\_ I affirm that falsification or failure to submit this declaration timely in accordance with established  
Initials guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Contractor Name**

\_\_\_\_\_

**Signature**

\_\_\_\_\_

**Title**



EXHIBIT "E"  
CITY OF HOUSTON, TEXAS EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Pursuant to City Council Ordinance No. 78-1538, passed August 9, 1978, all contracts entered into by the City of Houston involving the expenditure of Ten Thousand (\$10,000.00) Dollars, or more, shall incorporate the following Equal Employment Opportunity Clause:

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier, or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.

2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives or workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or workers' representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.

5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and workforce statistics of the contractor, subcontractor, vendor, supplier, or lessee.

6. In the event of the contractor's, subcontractor's, vendor's, supplier's or lessee's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.

7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965 so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The contractor shall file and shall cause each of his subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

**EXHIBIT "F"  
ATTACHMENT "A"  
CITY OF HOUSTON  
SCHEDULE OF M/WBE PARTICIPATION**

DATE OF REPORT: \_\_\_\_\_

BID NO.: \_\_\_\_\_

FORMAL BID TITLE: \_\_\_\_\_

\_\_\_\_\_

NAME OF MINORITY/ WOMEN SUBCONTRACTOR	AFFIRMATIVE ACTION DIVISION CERTIFICATION NO.	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHON E NO.	SCOPE OF WORK	AGREED PRICE

TOTAL.....\$ \_\_\_\_\_

M/WBE PARTICIPATION AMOUNT..... %

TOTAL BID AMOUNT.....\$ \_\_\_\_\_

**ATTACHMENT "A" (CONTINUED)**

IF YOU HAVE USED YOUR BEST EFFORTS TO CARRY OUT THE CITY'S M/WBE POLICY BY SEEKING SUBCONTRACTS AND SUPPLY AGREEMENTS WITH MINORITY AND WOMEN BUSINESS ENTERPRISES, YET FAILED TO MEET THE STATED PERCENTAGE GOAL OF THIS BID DOCUMENT, LIST BELOW YOUR GOOD FAITH EFFORTS FOR COMPLIANCE (DEFINITION OF REQUIREMENTS CAN BE OBTAINED THROUGH AFFIRMATIVE ACTION AT (713) 658-3800.)


THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE MINORITY AND/OR WOMEN SUBCONTRACTORS AND SUPPLIERS LISTED IN THIS SCHEDULE CONDITIONED UPON AWARD OF A CONTRACT FROM THE CITY.

- NOTE: 1. ALL FIRMS LISTED ABOVE MUST BE CERTIFIED (OR ELIGIBLE FOR CERTIFICATION) BY THE AFFIRMATIVE ACTION DIVISION.  
2. THIS SCHEDULE OF M/WBE PARTICIPATION SHOULD BE RETURNED, IN DUPLICATE, WITH THE BID FORM.

\_\_\_\_\_  
**BIDDER COMPANY NAME**

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER**

\_\_\_\_\_  
**NAME (TYPE OF PRINT)**

\_\_\_\_\_  
**TITLE**

**ATTACHMENT "C"  
SAMPLE LETTER OF INTENT**

**THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT.**

**TO: City of Houston  
Purchasing Agent**

**MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) AND SUPPLIER  
LETTER OF INTENT**

**Contract Bid Number:** \_\_\_\_\_

**Bid Title:** \_\_\_\_\_

**Bid Amount:** \_\_\_\_\_

**M/WBE Participation Amount: \$ \_\_\_\_\_ M/WBE GOAL \_\_\_\_\_%**

1. \_\_\_\_\_ agrees to perform work/supply goods and/or services  
Name of Minority/Women Business Enterprise  
in connection with the above-named contract and \_\_\_\_\_ as:  

**Name of Prime Contractor**

  - (a) \_\_\_\_\_ An Individual
  - (b) \_\_\_\_\_ A Partnership
  - (c) \_\_\_\_\_ A Corporation
  - (d) \_\_\_\_\_ A Joint Venture
  
2. \_\_\_\_\_ status is confirmed by M/WBE Directory made available  
**Name of Minority/Women Business Enterprise**  
through the City of Houston Affirmative Action Division. Certification # \_\_\_\_\_.
  
3. \_\_\_\_\_ and \_\_\_\_\_ intend to work  
on  

**Name of Prime Contractor                      Minority/Women Business Enterprise**

the above-named contract in accordance with the M/WBE Participation Section of the City of Houston Contract Bid Provisions.

The Terms and conditions of Attachment "E" attached hereto are incorporated into this Letter of Intent for all purposes.

\_\_\_\_\_  
Signed-Prime Contractor

\_\_\_\_\_  
Signed-Minority/Women Business Enterprise

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## ATTACHMENT "D" - CITY OF HOUSTON CERTIFIED M/WBE SUBCONTRACT TERMS

Contractor shall insure that all subcontracts with M/WBE subcontractors and suppliers are clearly labeled "**THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT**" and contain the following terms:

1. \_\_\_\_\_ (M/WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director").
2. \_\_\_\_\_ (M/WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime Contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As concluded by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 - "the Act"). Arbitration shall be conducted according to the following procedures:
  - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
  - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with American Arbitration Association on file in the Office of the City's Affirmative Action Division.
  - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
  - d. In the event the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal oriented contracts. A goal oriented contract means any contract for the supply of goods or non-personal or non-professional services in excess of \$100,000.00 for which competitive bids are required by law; not within the scope of the MBE/WBE program of the United States Environmental Protection Agency on the United States Department of Transportation; and, which the City Purchasing Agent has determined to have significant M/WBE subcontracting potential in fields which there are an adequate number on known MBEs and/or WBE's to compete for City contracts.

The M/WBE policy of the City of Houston will be discussed during the pre-bid. For information, assistance, and/or to receive a copy of the City's Affirmative Action policy and/or ordinance contact the Affirmative Action Division at (713) 837-9000, 611 Walker, 20<sup>th</sup> Floor, Houston, Texas 77002.

**ATTACHMENT "E"**  
**CITY OF HOUSTON**  
**Affirmative Action and Contract Compliance**  
**M/WBE Utilization Report**

Report Period \_\_\_\_\_

PROJECT NAME & NUMBER \_\_\_\_\_  
 DATE: \_\_\_\_\_

AWARD

PRIME CONTRACTOR \_\_\_\_\_  
 NO.: \_\_\_\_\_

CONTRACT

ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_

CONTRACT

AMOUNT:

LIAISON/PHONE NO.: \_\_\_\_\_  
 GOAL: \_\_\_\_\_

M/WBE

AMT. PAID BY CITY TO DATE: \_\_\_\_\_

M/WBE SUB/VENDOR NAME	DATE OF AA CERTIFICATION	DATE OF SUBCONTRACT	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT	AMOUNT PAID THIS PERIOD	AMOUNT PAID TO DATE	% OF CONTRACT TO DATE
TOTALS							

Use additional pages if needed.

.....Submit by the 15th day following the

Affirmative Action Division

Provide support documentation on all revenues paid to  
M/WBEs to reflect up/down variances on contract amount

end of the report period to:

ATTN: Velma Laws  
611Walker, 20<sup>th</sup> Floor  
Houston, Texas 77002

**NO BID SHEET  
FOR  
LANDSCAPING SERVICE FOR CONVENTION & ENTERTAINMENT FACILITIES DEPT.  
#LC-N-0734-099-12374**

If your firm has chosen not to submit a bid for this procurement, please complete this form and submit to:

**City of Houston,  
Strategic Purchasing Division  
P.O. Box 1562  
Houston, Texas 77251**

**Due on or before the bid due date**

**Please check the items that apply:**

- Do not sell the item(s) required.
- Cannot be competitive.
- Cannot meet the Specifications highlighted in the attached Bid.
- Cannot provide Insurance required.
- Cannot provide Bonding required.
- Cannot comply with Indemnification requirements.
- Job too large.
- Job too small.
- Do not wish to do business with the City.
- Other reason.

\_\_\_\_\_  
\_\_\_\_\_

**Company Name:** \_\_\_\_\_  
(Print or Type Name of Company)

**By:** \_\_\_\_\_  
(Signature of Authorized Officer or Agent)

**Vendor Number:** \_\_\_\_\_

**Telephone Number:** (\_\_\_\_\_) \_\_\_\_\_

**FAX Number:** (\_\_\_\_\_) \_\_\_\_\_

**RETURN TO:** Lewis Massingill  
City Hall - City of Houston  
Finance & Administration Dept.  
Strategic Purchasing Division  
P.O. Box 1562  
Houston, Texas 77251

**FAX NUMBER: 713-247-1821**

## **SECTION “D” SITE MAPS**

### **STAGES THEATER MAP**

The Stages Theater Map is not available in machine readable form and must be picked up in person from the City of Houston, Strategic Purchasing Division, City Hall, 901 Bagby, Room B121, Houston, Texas 77002. Other maps are available either for pick-up in person or as listed below.

### **THEATER DISTRICT MAP**

Available as the Attached File “L12374A1.jpg” or may be picked up in person as noted above.

### **GEORGE R. BROWN LANDSCAPE MAP**

Available as the Attached File “L12374A2.jpg” or may be picked up in person as noted above.