CITY OF HOUSTON
INVITATION TO BID

Issued: August 19, 2016

BID OPENING

Sealed bids (labelled with the company name, address and bid number), in duplicate, and one (1) additional electronic CD copy of the bids will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby Street, Houston, Texas 77002, until **10:30 a.m., Thursday, September 22, 2016** and all bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby Street at 11:00 AM on that date for the purchase of:

GROUNDS MAINTENANCE/LANDSCAPING SERVICES
FOR THE PUBLIC WORKS AND ENGINEERING DEPARTMENT
BID INVITATION NO.: S23-L25667
NIGP CODE: 988-36

BUYER

Questions regarding this solicitation document should be addressed to **Roy Breaux** at **832.393.8728**, or e-mail to **roy.breaux@houstontx.gov.**

ELECTRONIC BIDDING

In order to submit a bid for the items associated with this procurement, vendor must fill in the pricing information on the **"PLACE BID"** page.

PRE-BID CONFERENCE

A Pre-Bid Conference will be held for all Prospective Bidders at 901 Bagby Street, Houston, Texas 77002 City Hall (Basement) SPD Conference Room-2 at **1:30 p .m. on Thursday, September 1, 2016.**

All Prospective Bidders are urged to be present. It is the Bidder's responsibility to ensure that they have secured and thoroughly reviewed the solicitation documents prior to the Pre-Bid Conference. Any revisions to be incorporated into this solicitation 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. Verbal responses will not otherwise alter the specifications, and terms and conditions as stated herein.

Bidding forms, specifications, and all necessary information should be downloaded from the Internet at https://purchasing.houstontx.gov/. By registering and downloading this solicitation document, all updates to this solicitation document will be automatically forwarded via e-mail to all registered Bidders. This information may also be obtained from the Supplier Assistance Desk, Strategic Purchasing Division, 901 Bagby (Concourse Level), Houston, Texas 77002.

The place of the bid opening may be transferred in accordance with Paragraph (b), (5) of Section 15-3 of The Code of Ordinances, Houston, Texas. The bid opening meeting may be rescheduled in accordance with Paragraph (b), (6) of said Section 15-3.

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.

*CONTENTS:

SECTION A: OFFER
SECTION B: SCOPE OF WORK/SPECIFICATIONS
SECTION C: GENERAL TERMS & CONDITIONS

***NOTE 1: Actual page numbers for each Section may change when the solicitation document is downloaded from the Internet or because of Letters of Clarification. Therefore, Bidders must read the bid document in its entirety and comply with all the requirements set forth therein.**

***NOTE 2: To be considered for award, please submit the electronic bid form and the forms listed in Section A, including the Official Signature Page, which must be signed by a company official authorized to bind the company.**

SECTION A

GROUNDS MAINTENANCE/LANDSCAPING SERVICES
FOR THE PUBLIC WORKS AND ENGINEERING DEPARTMENT
BID INVITATION NO.: S23-L25667
NIGP CODE: 988-36

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

The undersigned Bidder hereby offers to contract with the City upon the terms and conditions stated in that certain **"Contract for GROUNDS MAINTENANCE/LANDSCAPING SERVICES for a three-year period with two (2) one-year option periods to extend for the Public Works and Engineering Department 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 prices stated on the electronic bid form. When issued by the City of Houston, 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, after bids are opened, 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 City Chief Procurement Officer 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 II 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 City reserves the right to cancel this ITB, 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.

If the City accepts the foregoing offer, this Bidder shall furnish all labor, supervision, materials, supplies, equipment and tools necessary to provide **Grounds Maintenance/Landscaping Services** for the City in accordance with attached specifications.

Documents/forms must be downloaded from the City's Website at http://purchasing.houstontx.gov/forms.shtml

Additional Required Forms to be included with this Bid:

In addition to the Electronic Bid Form and the Official Signature Page, the Forms listed in Table 1 **must be completed and submitted to the Office of the City Secretary on or before the date and time the bid is due.** When submitting bids via UPS/FedEx, etc. please label it with the name: Office of the City Secretary, City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002, along with the bid/proposal number:

TABLE 1 - REQUIRED FORMS
Affidavit of Ownership.doc
Fair Campaign Ordinance.doc
Statement of Residency.doc
Conflict of Interest Questionnaire.doc
Pay or Play Program Acknowledgement Form
Pay or Play Certification of Agreement to Comply w' the Program
Contractor's Questionnaire
Hire Houston First Application and Affidavit

Table 2 lists other documents and forms that should be viewed/downloaded from the City's website, but are not required to be submitted with the bid. The City will request these forms, as applicable, to be completed and submitted to the City by the recommended/successful bidder:

TABLE 2 - DOCUMENTS & FORMS
Drug Forms.doc
EEOC.doc
Formal Instructions for Bid Terms.doc
M/WBE.doc
Sample Insurance Over $50,000.pdf
Insurance Endorsements
Pay or Play Office of Business Opportunity & Contract Compliance Q & A
Pay or Play Office of Business Opportunity & Contract Compliance Requirements
Pay or Play Contractor/Subcontractor Payment Reporting Form
Pay or Play Contractor/Subcontractor Waiver Request
Pay or Play List of Participating Subcontractors
Criminal Justice Information Services (CJIS) Compliance Addendum (Applicable to Houston Police Department (HPD) Occupied Facilities)

Questions concerning the bid should be submitted in writing to: City of Houston, Strategic Purchasing Division, 901 Bagby, Room B-403, Houston, TX 77002, Attn: **Roy Breaux,** or by the preferred e-mail method to **Roy.Breaux@*houstontx.gov*** no later than 12**:00 p.m. CST., Tuesday, September 6, 2016**.

SITE INSPECTION

The City of Houston reserves the right to inspect the Bidder's current place of business to evaluate equipment condition and capabilities, staff experience, training and capabilities, and storage capabilities as they relate to the performance of this contract.

QUALITY AND WORKMANSHIP

The Bidder must be able to demonstrate upon request that it has satisfactorily performed services similar to the services specified herein. The Bidder will provide records of warranty and repair services upon request by City. The City of Houston shall be the sole judge as to whether the services performed are similar to the scope of services contained herein and whether the Bidder is capable of performing such services.

PROTEST

1.0 An interested party may file a protest on the basis that the City has failed to comply with applicable federal or state law or with City ordinances. The subject of the protest shall be limited to fraud, corruption, or illegal acts undermining the objectivity and integrity of the procurement process. A protest must be filed in accordance with the timing requirements set forth herein and must include:

1.1 The name, address, telephone number, and email address of the protestor.

1.2 The number of the solicitation.

1.3 Information confirming that the protestor is an interested party.

1.4 A written statement of the grounds for the protest and the law or ordinance alleged to have been violated. The statement shall be accompanied by relevant supporting documentation and the relief requested.

1.5 The signature of the protestor.

2.0 Protests shall be submitted to: Chief Procurement Officer, City of Houston, 901 Bagby B300, Houston, TX 77002.

3.0 The City recognizes three types of protests:

3.1 Protests regarding solicitation (Pre-Submission Protest)

3.2 Any Pre-Submission Protest regarding a solicitation published by the City shall be filed no later than five days before the opening of bids (if a competitive bid) or due date for submittals or proposals (if an RFP/RFQ), as applicable.

3.3 Protests regarding the evaluation or rejection of bids, qualifications, or proposals (Pre-Award Protest)

3.4 Any Pre-Award Protest regarding the evaluation of bids, qualifications, or proposals by the City must be filed no later than five business days prior to the City Council meeting at which the award appears on the agenda.

4.0 Protests made after City Council's decision to award a contract (Post-Award Protest)

4.1 Any protest regarding the award of a contract must be submitted no later than five calendar days after the date of the award.

5.0 Any protest received after the applicable deadline will not be considered.

NO CONTACT PERIOD:

Neither bidder(s) nor any person acting on bidder(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the award, aside from bidder's formal response to the solicitation, communications publicly made during the official prebid conference, written requests for clarification during the period officially designated for such purpose by the City Representative, neither bidder(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

HIRE HOUSTON FIRST

Designation as a City Business or Local Business

To be designated as a City or Local Business for the purposes of the Hire Houston First Program, as set out in Article XI of Chapter 15 of the Houston City Code, a bidder or proposer must submit the **Hire Houston First Application and Affidavit ("HHF Affidavit")** to the Director of the Mayor's Office of Business Opportunities and receive notice that the submission has been approved prior to award of a contract. Bidders are encouraged to secure a designation prior to submission of a bid or proposal if at all possible.
Download the HHF Affidavit from the Office of Business Opportunities Webpage at the City of Houston e-Government Website at the following location:

http://www.houstontx.gov/hbsc/hirehoustonfirstaffidavit.pdf

Award of a Procurement of $100,000 or More for Purchase of Goods:

THE CITY WILL AWARD THIS PROCUREMENT TO A "CITY BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE CITY BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A CITY BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER.

Award of Procurement under $100,000 for Purchase of Goods:

THE CITY WILL AWARD THIS PROCUREMENT TO A " CITY BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE CITY BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A CITY BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD

THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

Award of Procurement that may be More or Less than $100,000 for Purchase of Goods:

THE CITY WILL AWARD THIS PROCUREMENT TO A " CITY BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE CITY BUSINESS IS LESS THAN $100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, OR
- IF THE BID OF THE CITY BUSINESS IS MORE THAN $100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A CITY BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER.

Award of Procurement of $100,000 or More for Purchase of Non-Professional Services , Including Construction Services:

THE CITY WILL AWARD THIS PROCUREMENT TO A " CITY BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE LOCAL BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

Award of Procurement under $100,000 Purchase of Non-Professional Services Including Construction Services:

THE CITY WILL AWARD THIS PROCUREMENT TO A "LOCAL BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES

- IF THE BID OF THE CITY BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED N SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

Award of Procurement that may be More or Less than $100,000 for Purchase of Non-Professional Services, Including Construction Services:

THE CITY WILL AWARD THIS PROCUREMENT TO A " LOCAL BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE LOCAL BUSINESS IS LESS THAN $100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, OR
- IF THE BID OF THE LOCAL BUSINESS IS MORE THAN $100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND

- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

CONTRACTOR'S QUESTIONNAIRE

In order to receive bid award consideration, the Bidder must be able to demonstrate that they are currently providing or have had at least one contract, as a prime contractor, for Ground Maintenance/Landscaping Services is similar in size and scope to this contract. **Bidder must have references documenting that it has performed "Grounds Maintenance/Landscaping Services."** The reference(s) should be included in the space provided below. Please attach another piece of paper if necessary. If references are not included with the bid, the Bidder shall be required to provide such references to the City of Houston within five working days from receipt of a written request from the City of Houston to do so. **Bidder's capability and experience shall be a factor in determining the Contractor's responsibility.**

1. Name: _____

   Address: _____

   City & State: _____

   Name & Phone Number of Contact: _____ Years of Services: _____

2. Name: _____

   Address: _____

   City & State: _____

   Name & Phone Number of Contact: _____ Years of Services: _____

3. Name: _____

   Address: _____

   City & State: _____

   Name & Phone Number of Contact: _____ Years of Services: _____

SITE VISIT (VENDOR):

All prospective bidders are encouraged to arrange a site visit to all the listed locations. Failure of a bidder to make a site visit during the computation of his estimate shall not constitute grounds for later claim against the City.

Contacts for the following Locations:

Utility Customer Service (UCS): 4200 Leeland and 4215 Leeland:
Donald Bell-713-371-1139: Cell-713-775-2555

E.B.Cape Training Center-4501 Leeland:
Carlos de Hoyos- 832-395-4851

Public Utilities Division (WWO)-10500 Bellaire:
Daniel Chee- 832-395-5787

Public Utilities Division (WWO)-4545 Groveway:
Daniel Chee- 832-395-5787

Public Utilities Division (WWO)-4550 Groveway:
Daniel Chee- 832-395-5787

SITE INSPECTION(CITY OF HOUSTON)
The City of Houston reserves the right to inspect the Bidder's current place of business to evaluate equipment condition and capabilities, staff experience, training and capabilities, and storage capabilities as they relate to the performance of this contract.

QUALITY AND WORKMANSHIP
The Bidder must be able to demonstrate upon request that it has satisfactorily performed services similar to the services specified herein. The Bidder will provide records of warranty and repair services upon request by City. The City of Houston shall be the sole judge as to whether the services performed are similar to the scope of services contained herein and whether the Bidder is capable of performing such services.

CONTRACT COMPLIANCE:

1.0 The City reserves the right to monitor this contract for compliance to ensure legal obligations are fulfilled and that acceptable level of service are provided.

2.0 Monitoring may take the form of, but not necessarily limited to:

2.1 Site visits
When deemed necessary an inspection may be made by the Public Works & Engineering Department to determine whether a bidder actually has a facility at the location, they have listed in the bid document.

2.2 Inspection, testing and/or sampling of goods and services delivered or to be delivered.

2.3 Review of deliveries received for accuracy and timeliness

2.4 Review of permits, certifications and/or licenses

2.5 Review of contractor's invoices for accuracy

2.6 The responsibility for monitoring compliance rests with the Contract Compliance Section, Management Support Branch of the Office of the Director, Department of Public Works and Engineering.

POST AWARD MEETING:
Once the contract has been approved by City Council, PW&E reserves the right to schedule a Post-Award meeting with the successful vendor and PW&E End Users. This meeting will include Procurement, PW&E Contact Management Department, Accounts Payable, and all other matters related to contract administration.

SECTION B

PART I

GENERAL SCOPE OF WORK/SPECIFICATIONS

1.0 General

1.1 The Contractor shall furnish all labor, supervision, transportation, equipment, and supplies necessary to provide grounds maintenance/landscape services for the Public Works and Engineering Department. The work schedule for the contractor shall be on a seven (7) day average basis, i.e. grounds maintenance operations for each location shall take place every seven (7) calendar days. The Contractor shall provide and maintain on staff a sufficient number of qualified and trained personnel to provide grounds maintenance services required at the facilities outlined in these specifications.

1.2 Minimum Wage:

1.2.1 The Contractor shall pay all employees the Federal minimum wage per hour while working under this contract. If, during the term of this Agreement, there is legislation enacted regarding an increase in the Federal minimum wage law, the Contractor shall submit a request (s) for increase in the contract fees to the Chief Procurement Officer for consideration, provided such request is accompanied by documentation as requested by the Chief Procurement Officer verifying that only Contractor's employees' salaries were increased accordingly. The Chief Procurement Officer shall consult with the Director before responding to the request.

1.3 Qualifications:

1.3.1 The contractor shall currently hold a valid Commercial Pest Control License issued by the Texas Department of Agriculture (TDA). The contractor shall currently have at least one (1) full-time employee who holds a valid Certified Applicator License which covers all pesticides, lawn and ornamental application and weed control. The contractor shall notify the department in writing at any time during the contract term within ten working days at the annulment, suspension, revocation, or refusal to renew Contractor's Commercial Pest Control License or the Certified Applicator License of a sole contractor employee holding such license. Contractor shall be responsible for securing any and all permits for proposed work. Any fee charged for these permits shall be the responsibility of the Contractor and not the City of Houston.

1.3.2 Licenses shall be submitted to City within five (5) working days from receipt of a request from the City. If the Contractor's sub-contractor provides pest control services under the contract, the Contractor shall provide to the City a copy of the sub-contract Agreement with the applicable licenses from the sub-contractor, in addition to the prime Contractor's licenses. Contractor shall maintain a record, meeting all local, state, and/or federal reporting requirements, for all pesticides or herbicides used on the site.

1.4 License Requirements:

1.4.1 The Contractor shall have the following license qualifications prior to awarding of a contract, and shall have these valid licenses maintained throughout the duration of the contract term:

1.4.1.1 TECQ (Texas Environmental Chemical Applicator)

1.4.1.2 Irrigator License.

1.4.1.3 Commercial Pest Control License.

1.4.1.4 The Contractor shall notify the department in writing at any time during the contract term within ten working days at the annulment, suspension, revocation, or refusal to renew Contractor's Structural Pest Control Business License or the Certified Applicator License of a sole contractor employee holding such license. Contractor shall be responsible for securing any and all permits for proposed work. Any fee charged for these permits shall be the responsibility of the Contractor and not the City of Houston

2.0 <u>Contractor's Responsibility</u>

2.1 Grounds maintenance services shall commence upon the date specified in the Notice to Proceed by the Chief Procurement Officer to the Contractor, requesting the performance of such ground maintenance services.

2.2 The Contractor's employees shall be trained in the various disciplines of grounds maintenance services to perform such services in a good and workman like manner meeting the highest standards.

2.3 The Contractor shall employ a manager or supervisor with expertise in grounds maintenance services. The manager or supervisor shall be present during the Contractor's performance of services at the location.

2.4 The telephone number for the Contractor's establishment for grounds maintenance services during business hours on business days shall be given directly to the manager. A change of the telephone number shall immediately be given verbally to the Director or designee, and shall be confirmed in writing to the Director or designee.

2.5 The Contractor shall immediately provide verbal, notification to the Facility Manager of any damage to City equipment, furnishings or property caused by the Contractor. The Contractor shall confirm in writing, within five business days after such verbal notification is made to the City.

3.0 <u>Alternate Work Plan</u>

3.1 The Contractor shall provide to the designated contact person an alternate grounds maintenance operation work plan for each location when inclement weather occurs at that location. Work plan will outline work to be performed at the site, or if the site is too wet to perform normal work, an alternate plan can be substituted with verbal approval from the designated contact person.

SECTION B

PART I

GENERAL SCOPE OF WORK/SPECIFICATIONS

4.0 <u>Litter / Light Trash Pick-Up / Disposal</u>:

4.1 Litter shall include, but is not limited to trash, debris of all types, paper, bottles, metal cans, containers, tires, food scraps, or material of any type which is not growing, nor intended to be a fixture or permanent part of the grounds area.

4.2 Litter collection shall be performed at all locations. Litter shall be picked up from all areas covered under terms of the contract. Litter shall be picked up prior to, and after any mowing activities. The Contractor shall pick up and remove any materials intentionally or unintentionally cut during the mowing process, and before completing work at the site during the same workday. The Contractor shall be responsible for disposal of litter from the site.

4.3 The Contractor shall empty all refuse containers (exclusive of dumpsters), and remove and dispose of all material. All refuse containers shall require Contractor to furnish and replace new plastic bag liners into containers each time the container is emptied. Litter, trash, garbage, etc., shall be placed into dumpsters, if available on site. The Contractor shall not leave material at or near a dumpster in event the dumpster is already filled. If dumpsters are filled, Contractor shall haul off and properly dispose all materials and trash bags. The Contractor shall notify the Contract Administrator or designated person of any trash containers damaged, missing, or dumpsters that are constantly full. The Contractor shall (at Contractor's expense) replace any containers, damaged or destroyed, by the Contractor's employees.

5.0 <u>Mow / Edge / Trim / Rake</u>:

5.1 Mow, edge, trim and rake of all turf and grass areas at the locations on this contract shall be completed by the Contractor.

5.2 Height of the cut of mowing units shall be two (2) inches, plus or minus one-quarter (1/4) inch, measured as the vertical distance from level ground to the cutting edge of the blade during the growing season (April, May, June, July, August, and September). Height of cut of mowing units shall be two (2) to three (3) inches, plus or minus one-quarter (1/4) inch, measured as the vertical distance from level ground to the cutting edge of the blade during the non-growing season (January, February, March, October, November, and December).

5.3 The Contractor shall furnish and have in use sufficient mowing equipment to complete mowing operations of all turf areas of ten (10) acres or less during a single workday. Areas greater than ten (10) acres shall be accomplished at a minimum of ten (10) acres per day.

5.4 Work shall be routinely accomplished on the same day of each week. In event of inclement weather or other unavoidable conditions that prevent completion, the Contractor shall make a reasonable attempt to perform maintenance activities as close to the scheduled date as possible.

5.5 Grass clippings or residue resulting from mowing activities that remain on turf shall be left, provided the Contractor uses and maintains a mulching-type mower in good, cutting condition. The Contractor shall remove residue that would be expected not to deteriorate within forty-eight (48) hours after mowing. Mechanical trimming shall be used to define boundaries along sidewalks, curbs, structures, railroad right-of-ways, drives, parking areas, and turf areas. Areas along sidewalks shall be trimmed so that the width of cut is less than one-half (1/2) inch. Trimming and edging, either mechanical or chemical are included as an integral part of the mowing operation and shall be performed as required to maintain a pleasing, aesthetic appearance.

5.6 Edging, trimming and raking shall include those areas not accessible to mowers, for the well-manicured look, i.e., abutting buildings, curbs, drives, fences, flowerbeds, parking areas, sprinkler heads, trees, walkways and any other area at any location which requires maintenance services in accordance with this contract.

6.0 Pruning:

6.1 All trees, bushes, shrubs, or other plant material shall be trimmed, pruned and/or shaped as deemed necessary to maintain desired characteristics of the plant, or at the request of the Department. Pruning activities for trees will be limited to removal of dead, broken, or diseased branches and limbs, rather than for purely aesthetic reasons. Pruning of shrubs and hedges shall be required to maintain the desired aesthetic effect.

6.2 Bushes, hedges, shrubs and trees, of any height shall be pruned, shaped, trimmed, and cleared at least seven (7) feet from the ground, and three (3) feet above the roof line, as necessary, to maintain a well-groomed appearance. Such pruning shall also serve the purpose of preventing any obstruction of the pathways, irrigation and plumbing systems, and parking areas. The Public Works & Engineering Department shall approve any major pruning of areas prior to operation. All cuts over ½-inch in diameter shall be brush-painted with approved tree paint. Spray painting shall not be permitted.

6.3 Removal of dead or diseased branches and removal of obstructions to pedestrians/vehicles shall be required throughout the area. Removal shall include the cutting back of remaining limbs to an appropriate point, and the application of tree-wound dressing on any cuts larger than three-fourths (3/4) inch.

6.4 Pruning, etc., shall follow the latest printed recommendations, requirements, and specifications of the Texas Agricultural Extension Service, and shall be of specific requirements outlined by the Department.

6.5 Contractor shall be responsible for removal from the site, all limbs and plant material generated by pruning, or tree-removal activities.

SECTION B

PART I

GENERAL SCOPE OF WORK/SPECIFICATIONS

7.0 <u>Plant Annuals/Perennials</u>

7.1 Small Beds, 10 beds with 125 plants per bed to be planted in the following months-March, June, September, and December (The number of beds to be planted may vary).

7.2 Medium Beds, 47 beds with 200 plants per bed to be planted in the following months- March, June, September, and December (The number of beds to be planted may vary).

7.3 Large Beds, 8 beds with 300 plants per bed to be planted in the following months- March, June, September, and December (The number of beds to be planted may vary).

8.0 <u>Feeding And Mulch Work</u>:

8.1 All flower and shrub beds shall be mulched annually with at least three (3) inches of composted materials, depending upon loss of mulch and climatic conditions. The amount of mulch added, and the required frequency of service may vary.

8.2 All beds and planters whether flower or shrubs shall be kept in a neat condition, edged, and virtually free of weeds and undesirable growth at all times. Such beds and planters shall be watered *<u>as often as necessary</u>* to maintain healthy plants.

8.3 Flowering plants and shrubs shall receive one phosphorus feeding while setting blossoms. Azaleas, Camellias, and Roses shall be treated *<u>as often as necessary</u>* for three (3) consecutive months after blooming--to maintain a healthy appearance and to promote good growth.

8.4 Contractor shall furnish and apply, 100% shredded hardwood mulch, as required. The Contractor shall obtain the prior approval from the General Services Department of any hardwood mulch to determine the acceptability of the product in advance to application.

8.5 Hardwood mulch shall be applied to all existing beds and trees. A covering of three (3) inches shall be maintained in these beds. An authorized change order shall be required to put in new beds, or maintain beds established after the initiation of this contract.

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GENERAL SCOPE OF WORK/SPECIFICATIONS

9.0 Watering And Irrigation:

9.1 All sites containing lawn, trees, shrubs, and floral beds will be thoroughly and sufficiently watered as required to provide growth and healthy desired characteristics of the plant, or as requested by the Department, where water connections are available. Contractor shall provide all hoses, sprinklers, and any other equipment necessary for watering. Contractor shall use the irrigation system installed in the area, if one exists. If the irrigation systems are non-functional or non-existent, Contractor shall supply water through other means. During hot and dry periods, "sufficiently" shall be interpreted as a provision of not less than two (2) inches without runoff, once weekly or more, if necessary.

10.0 Fertilization Program:

10.1 Fertilizer, Herbicide or Pesticide Application: Contractor shall provide all chemicals and materials required under these specifications and as necessary to meet industry standards. Only fertilizers utilizing slow release nitrogen with no less than ten percent I.B.D.U. (isobutylidene diures) nitrogen source at a coverage rate of one (1) pound per 1,000 feet to be applied three (3) times per year, will be authorized by the department. Deep root feed shall be applied to all evergreens one (1) time annually, preferably in January. An acceptable tree fertilizer is Davey Arbor Green or an approved equivalent.

10.2 The contractor shall provide a list of all pesticides it proposes to use while performing services under this contract not later than three (3) working days after the issuance of the Notice to Proceed by the City Purchasing Agent. Each pesticide listed shall be accompanied by a Material Safety Data Sheet (MSDS), (OSHA Form 20). Contractor must request and obtain prior approval from the Department of Public Works and Engineering before using any fertilizer, pesticide or herbicide on locations covered under this contract.

11.0 Disease And Inspection:

11.1 The Contractor shall furnish and apply approved chemicals, or biological agents as required to control or eradicate disease, unwanted insects: ants, fungi, mites, spores, mold, and mildew as needed to turf areas, floral beds, and trees. The Contractor shall notify the Department prior to any application for any type of control desired, stating the product and concentration. Contractor shall furnish Material Safety Data Sheets (MSDS) for the products.

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12.0 Weed Control:

12.1 A weed shall be defined for purposes of this contract as any vegetative material growing in an area where it is not intended or desired. Areas include all turf, floral beds, shrub beds, ditches, and paved areas such as parking lot/sidewalks and areas within the contract boundaries. Flowerbeds shall be maintained so that undesired plant material is only found to exist in no more than ten (10) percent of the total surface area of the bed. All playground surfaces shall be kept free of weeds, grasses, and other undesirable growth at all times. Weeds shall be removed as needed as part of routine operations. For turf areas, a chemical weed control shall be used only if undesirable growth exceeds 25% of the turf area, or if undesirable growth is not controlled by mowing operations.

12.2 The Contractor shall maintain all areas in a manner so as to keep weed infestation to a minimum. (This includes mechanical and chemical weed control activities.) The Contractor shall be permitted to use chemical trim herbicides, limited to Roundup, Roundup Plus, or Finale, or other herbicides approved by the Public Works & Engineering Department. The Contractor shall request permission for use of other herbicides in other areas. Upon submission with MSDS, the Department shall perform a review of the material and use. Approval or denial of the request shall be based upon this review.

12.3 In all instances of chemical trimming, the herbicides shall be applied to only plant material which is to be eliminated, or around trees and structures in a narrow band not exceeding fourteen (14) inches, plus or minus two (2) inches, in width. Frequency of use shall be determined by the appearance of unwanted plant growth within the treated area. Use of herbicide to substitute for mechanical trimming (edging) along sidewalks or other areas as designated by the Department, is prohibited.

12.4 All weeds shall be removed from shrub, flowerbeds, gravel areas and surrounding building. Weeds shall be hand pulled (up rooted) or herbicide applied, when necessary.

13.0 Herbicide / Pesticide / Insecticide Applications:

13.1 The Contractor shall request and obtain prior Departmental approval before using any pesticide or herbicide.

13.2 The Contractor shall furnish a monthly copy of all reporting records to the Department within ten (10) working days from the close of the month. In instances in which pesticides are used, the Contractor shall not exceed the rate of application recommended by the manufacturer, or dispose of any excess pesticides or herbicides on City property.

13.3 MSDS's shall be furnished to the Department for all products, which will be used in the fulfillment of this contract. The Contractor shall be required to submit copies of the MSDS forms for all products requested. After award of the contract, if the Contractor wants or needs to switch products from those for which they have submitted MSDS's, the Contractor must submit the MSDS's for the new product(s) for review, and for approval prior to making the change.

13.4 Insecticides shall be applied on each visit to prevent ants, chinch bugs, grub worms, sod grass, etc.

14.0 Sidewalks / Slab Cleaning / Graffiti Reporting:

14.1 Contractor shall remove trash, litter, and dirt from all slabs, walkways, walls, etc., as a part of routine scheduled maintenance activities.

14.2 The Contractor shall clean or remove unsightly material, which has accumulated on concrete and surfaces (including boat landings), as a part of the routinely scheduled maintenance.

14.3 The Contractor shall notify the Department of all observed instances of graffiti within twenty-four (24) hours, or by the next business day, after observation. The Department will dispatch appropriate personnel to deal with removal of graffiti. The telephone number to report graffiti is at the City of Houston Information Line: 713-837-0311.

15.0 Clean Up:

15.1 All trimmings, leaves, cuttings, and grass clippings shall be collected and removed from the premises after each visit by the Contractor.

16.0 Fence-Line Cleaning:

16.1 Contractor shall clear fence lines upon request from the Department within seventy-two (72) hours from request. Fence-line cleaning shall include removal of unwanted vegetation within thirty-six (36) inches of fence.

16.2 Fence-line cleaning shall include the removal of unwanted vegetation within thirty-six (36) inches of fence.

17.0 Landscaping Services:

17.1 Contractor shall provide landscaping services on an as-needed basis. Contractor shall submit a proposal to Department for approval before proceeding with any landscaping services, in an effort to beautify the locations.

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18.0 <u>Sprinkler System Maintenance</u>:

18.1 Contractor shall conduct a bi-annual inspection of irrigation systems, to include adjustments of sprinkler heads, control devices, valves, and time clock.

18.2 Additional labor and material cost of defective parts and components shall be covered on an as-needed basis.

18.3 All repairs shall be completed within three (3) working days after notification. All water leaks shall be repaired and completed within four (4) hours after notification.

18.4 Contractor shall be responsible for developing and implementing a watering program that complies with current TCEQ water conservation practices and shall be responsible for making adjustments to the watering program--to reflect seasonal moisture requirements at least, but not limited to, four (4) times a year.

18.5 Contractor shall have a licensed Landscape Irrigator on staff in good standing with the Texas Commission on Environmental Quality (TCEQ) to ensure all repairs and improvements are properly made, and comply with current irrigation laws and practices.

19.0 **<u>Materials, Plus Markup:</u>**

Any type sprinkler system parts at actual cost, as needed, plus markup. Plants and materials at actual cost, as needed, plus markup.

20.0 <u>Labor:</u>

20.1 Labor man-hour: at regular time repair of sprinkler system.

20.2 Labor man-hour: emergency repair (4-hr. response) of sprinkler system.

20.3 Labor man-hour: additional tree trimming above (10) feet, and up to (15) feet.

20.4 Labor man-hour: “Extra Work” (as defined in 18.0 and 21.0).

21.0 <u>Extra Charges / Method Of Payment</u>:

21.1 For extra grounds maintenance service(s), if any, rendered by the Contractor in accordance with the terms and conditions of this contract, the City shall pay “Extra Charges” to the Contractor as follows:

21.2 The Contractor shall perform extra grounds maintenance service(s) at any location, if such maintenance service(s) are like or similar. Replanting or replacing existing and/or perished plants, establishing new flower beds or newly landscaped areas upon receipt of notice from the Director or designee requesting the performance of such maintenance service(s). The performance of extra grounds maintenance service(s) shall be performed at a time agreed upon by the Contractor and Director.

21.3 The Extra Charge for any grounds maintenance service(s) not otherwise specified shall be computed separately for each employee of the Contractor who performs all or part of such requested extra service(s), but only for such maintenance service(s) specifically requested by the Director or designee in the manner prescribed herein above, by multiplying the Contractor’s labor rate by the number of hours (man-hours to the nearest quarter); the employee is actively engaged in the performance of such maintenance service(s).

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21.4 Any and all grass (sod and/or seed), bedding plants, shrubs, and trees shall be provided to the Contractor for the performance of such grounds maintenance service(s).

21.5 "Labor Rate" means the Contractor's hourly rate of billing (as stated in Exhibit "H" Fee and Costs) of a Contractor's employee for the time during which such employee is actively performing a service of benefit to the City, and directly chargeable to this contract.

22.0 <u>Supplemental Tree Trimming</u>:

22.1 The supplemental tree trimming per-hour charge is for trimming of trees from the seven (7) foot line to fifteen (15) feet out, at the request of the Public Works &Engineering Department.

23.0 <u>Labor Hours Time Definitions</u>:

23.1 The grounds maintenance contract working hours shall be as follows:

23.2 Business Day – shall mean any calendar day except Saturdays, Sundays, and City of Houston holiday(s) as designated by the Houston City Council.

23.3 Business Hours – unless mutually agreed upon by both parties, shall mean 8:00 a.m. to 5:00 p.m. on business days.

23.4 Regular Time – shall mean 8:00 a.m. through 5:00 p.m., Monday through Friday. This rate shall be for services outside the scope of services stated herein.

23.5 Emergency Time – shall mean any time 365 days a year. This rate is primarily for emergency repairs to sprinkler systems' water leaks, and a two-hour response time shall be required.

24.0 <u>Penalties For Non-Performance</u>:

24.1 Monthly payment on invoices shall apply for non-performance on the following categories. Liquidated damages shall be determined by the facility administrator/s and Public Works and Engineering Department representative(s):

24.2 Contractor shall not be paid for missed units of service.

24.3 Fifty percent (50%) of the unit service cost shall be deducted for not cleaning the flowerbeds.

24.4 Fifty percent (50%) of the unit service cost shall be deducted for leaving grass cuttings behind.

24.5 Liquidated damages of one unit service cost shall apply for missed fertilization.

24.6 Liquidated damages of one unit service cost shall apply for missed mulching.

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25.0 <u>Workmanship and Inspection</u>

25.1 All work shall be performed in a workmanlike manner to the satisfaction of the Facility Manager, and in complete accordance with the specifications. A weekly grounds maintenance inspection may be conducted by the Facility Manager. A joint inspection between the Contractor and the Facility Manager may be required on a monthly basis during the last week of each month. Failure to adhere to specifications may result in delayed payments to contractor.

26.0 <u>Scheduling</u>

26.1 The Contractor shall develop and implement a full schedule detailing the responsibilities of personnel assigned, and submit the schedule to the Facility Manager for approval one (1) week after receiving the Notice to Proceed from the City Purchasing Agent. Contractor shall notify Facility Manager upon arrival at the facility and after work is complete. Contractor's personnel shall sign in and out at the office of the Facility Manager or designee.

27.0 <u>Invoicing</u>

27.1 All work performed will be paid for at the unit price listed in the Fee Schedule in Exhibit "H". Payment shall be compensation for furnishing all labor, equipment, and incidentals necessary to perform Grounds Maintenance Services. Payment to the Contractor shall be made by the City 30 days after the City has accepted work and approved the invoice. Invoices submitted without approved Work Orders(s) will not be processed for payment until proper approval is received.

27.2 All invoices shall be submitted in triplicate (one original and two copies.) All invoices shall be original invoices or certified original invoices on contractor's company stationery with the original signed by an authorized agent of the company. The invoice shall detail the following information:

27.3 Payment shall be due thirty (30) days after the receipt of goods and a correct invoice for services satisfactorily performed.

27.4 Contractor shall submit a copy of the original invoice for parts purchased, and shall specify the cost-plus percentage markup alongside each purchased item (e.g. 14%).

City Contract No. and SRO number.
Copy of Work Order
Description of services provided
Cost for each service provided
Total invoice cost

<u>Contractor shall mail all invoices to the following address</u>:
City of Houston
Department of Public Works and Engineering
Accounts Payable – Service Contracts
Attn: Craig Foster
Service Contract Accounting
P.O. Box 61449
Houston, Texas 77208-1449

SECTION B

PART I

GENERAL SCOPE OF WORK/SPECIFICATIONS

29.0 FULL SERVICES FOR GROUNDS MAINTENANCE AND LAWNCARE FOR ALL LOCATIONS:

29.1 Lawn Areas

29.1.1 Remove litter and dead plants
29.1.2 Disposal of lawn clippings and branches
29.1.3 Mow
29.1.4 Weed eat
29.1.5 Trim around trees, posts, manhole covers, etc.
29.1.6 Spot treat for ants, as needed
29.1.7 Pruning
29.1.8 Disease Control

29.2 Shrub/Hedge Areas

29.2.1 Remove weeds/ Up root weeds and grasses
29.2.2 Disposal of lawn clippings and branches
29.2.3 Remove litters
29.2.4 Trim ground cover back from curbs and side walks
29.2.5 Spot treat for ants, as needed
29.2.6 Pruning
29.2.7 Disease Control
29.2.8 Weed eat
29.2.9 Edge

29.3 Landscape Areas/Flower Beds

29.3.1 Remove weeds/ Up root weeds and grasses
29.3.2 Remove litter
29.3.3 Disposal of lawn clippings and branches
29.3.4 Spot treat for ants, as needed
29.3.5 Raking as needed
29.3.6 Watering and Irrigation
29.3.7 Disease Control
29.3.8 Weed eat

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29.4 <u>Sidewalks, parking areas/lots and Walkway</u>

29.4.1 Remove litter and dead plants
29.4.2 After mowing, blow, sweep and dispose of clippings
29.4.3 Sweep up and remove soil and gravel along curbs
29.4.4 Remove or treat weeds growing in seams.
29.4.5 Remove tree limbs overhanging walkways and drives

Note: The removal of weeds or grasses will include removal of vines from the fences, under and around shrub areas, grasses from gravel areas and hand pick weed between slabs.

29.5 <u>OPTIONAL SERVICES FOR ALL LOCATIONS:</u>

29.5.1 Mulch
29.5.2 Fertilize Grass, Beds and Shrubs
29.5.3 Insect Control (Broadcast application)
29.5.4 Sprinkler System Maintenance
29.5.5 Small Beds, 10 beds with 125 plants per bed to be planted
29.5.11 Medium Beds, 47 beds with 200 plants per bed to be planted.
29.5.12 Large Beds, 8 beds with 300 plants per bed to be planted.

30.0 <u>ADDITIONS & DELETIONS:</u>

The City, by written notice from the City Purchasing Agent to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the fee schedule. In the event that the additional equipment, supplies, locations, and/or services are not identical to the item(s) already under contract, the charges therefor will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations, and/or services classified in the fee schedule.

31.0 <u>ESTIMATED QUANTITIES NOT GUARANTEED</u>

The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of grounds maintenance/landscape services during the term of this contract. The quantities may vary depending upon the actual needs of the user Department. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing/requiring all the quantities specified herein.

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PART I

GENERAL SCOPE OF WORK/SPECIFICATIONS

32.0 <u>WARRANTY OF SERVICES</u>

Definitions: "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services as partial or complete performance of the contract.

"Correction" as used in this clause, means the elimination of a defect.

b) Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.

c) If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.

d) If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

33.0 <u>CONFLICT IN TERMS:</u>

33.1 Should there be any conflict between the General Scope of Work/Specifications and the Scope of work/Specifications specific to locations, the Scope of work/Specification specific to locations shall prevail.

SECTION B

SCOPE OF WORK /SPECIFICATIONS SPECIFIC TO LOCATIONS

PART II

1.0 Utility Customer Service (UCS); 4200 Leeland and 4215 Leeland

1.1 Watering and Irrigation

1.1.1 All lawn areas, trees, shrubs and beds located at 4200 Leeland and 4215 Leeland sites must be thoroughly and sufficiently watered. The contractor may use the irrigation/sprinkler system at the site.

1.1.2 During hot, dry periods "sufficiently" shall be interpreted as not less than two inches, soaked, one weekly and more, if necessary.

1.1.3 The City of Houston, Department of Public Works and Engineering reserves the right to water any and/or all sites as specified at any time during the seven (7) calendar day cycle to prevent lawn areas, trees, shrubs and beds from drying out.

1.2 Litter Pickup:

1.2.1 Area shall be free from litter before mowing begins.

1.2.2 Whenever the term "litter" is used, herein, it shall mean paper, bottles, cans, cigarette butts, or other similar objects which if run over by a mower would cause an unsightly appearance of damage to the mower.

1.2.3 Pick up all litter from customer and employee parking lots, drive-thru, sidewalks surrounding the main building, and the walkway connecting the main building to the annex.

1.3 Mowing

1.3.1 Mow, edge and trim lawns, berms, easements and ditches as required maintaining well clipped appearance.

1.3.2 All general type of grasses (Bermuda, St. Augustine, etc.) shall be moved with machinery equipped with sharp blades, at a height of 2 1/2 inches.

1.3.3 All lawn areas shall be edged on all sides of any paved areas, including walkways, drives, curbs and parking areas.

1.3.4 Trim fringe left by mowers around buildings, fences, flower beds, trees, sprinkler heads, etc.

1.4 Pruning:

1.4.1 All trees, bushes and shrubs up to eight (8) feet in height shall be pruned, trimmed and shaped as often as necessary for a well maintained appearance. Such pruning shall also serve the purpose of preventing any obstruction of the pathways and parking areas. Any major pruning of areas shall be approved by the Department of Public Works and Engineering prior to operation. Spray painting will not be permitted.

SECTION B

SCOPE OF WORK /SPECIFICATIONS SPECIFIC TO LOCATIONS

PART II

Utility Customer Service (UCS); 4200 Leeland and 4215 Leeland (Continued):

1.5 Mulch Work:

1.5.1 Contractor is to furnish and apply as specified a 100% shredded hardwood mulch as required in the Work Schedule. Contractor shall obtain the prior approval of acceptability of the product in advance of application.

1.5.2 Hardwood mulch is to be applied to all existing beds and trees. A covering of three (3) inches is to be maintained in these beds. Contractor will not be required to put in new beds established after initiation of this contract.

1.6 Walkway Cleaning:

1.6.1 All sidewalk areas are to be swept and cleaned on a regular basis, particularly after a rain to remove dirt, or debris left after water recedes from the premises.

1.7 Clean Up:

1.7.1 All trimmings, leaves, cuttings, and grass clippings shall be collected and removed from the premises after each visit by the Contractor.

1.7.2 All cigarette butts, paper and other extraneous debris shall be removed from the premises after each visit by the Contractor unless trash receptacles are provided, in which case, the Contractor may use the trash receptacles.

WORK SCHEDULE AND FREQUENCIES FOR GROUNDS MAINTENANCE SERVICES FOR UTILITY CUSTOMER SERVICE at 4200 LEELAND STREET

Service Require per Year	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Total**
Full Services on Grounds Maintenance and Lawncare - (as detailed in Section "B"- Part I -General Scope/Specifications Item 29	2	2	2	3	4	4	4	4	4	3	2	2	36
Pruning	1	1	1	1	1	1	1	1	1	1	1	1	12
Mulch			1										**1**
Fertilize Grass, Beds, Trees and Shrubs			1			1			1				3
Disease Control			1			1			1				3
Insect Control (Spot application)													
Plant Seasonal Beds													
Sprinkler System Maintenance													

WORK SCHEDULE AND FREQUENCIES FOR GROUNDS MAINTENANCE SERVICES FOR UTILITY CUSTOMER SERVICE at 4215 LEELAND STREET :

Service Require per Year	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Full Services on Grounds Maintenance and Lawncare - (as detailed in Section "B"- Part I -General Scope/Specifications Item 29	2	2	2	2	3	4	4	4	4	3	2	2	36
Pruning	1	1	1	1	1	1	1	1	1	1	1	1	12
Mulch			1										1
Fertilize Grass, Beds, Trees and Shrubs			1			1			1				3
Disease Control			1			1			1				3
Insect Control (Spot application)													
Plant Seasonal Beds													
Sprinkler System Maintenance													

SECTION B

SCOPE OF WORK /SPECIFICATIONS SPECIFIC TO LOCATIONS

PART II

E. B.Cape Training Center 4501 Leeland

3.1 The Contractor shall provide the following Grounds Maintenance Services at 4501 Leeland in accordance with the following Specifications and Work Schedule outlined herein, unless otherwise directed in writing by the City.

3.2 Litter Pick-Up

3.2.1 Contractor shall remove all litter in areas to be mow before mowing begins. Contractor shall remove all litter from all shrub and flower beds.

3.3 Mow, Edge, Trim, Rake and Sweep

3.3.1 Contractor shall mow, edge, trim, rake and sweep all required areas, in accordance with the Work Schedule herein. Mowing height shall be 1-1/2 to 2-1/2 inches, or as directed by Facility Manager. Mowers shall be self-propelled, push or riding mowers. Edging, trimmings and raking shall include all those areas not accessible to mowers, for a well-manicured look, i.e., abutting building, curbs, drives, parking area, walkways, trees, sign posts, irrigation heads, and any other area as directed by the Facility Manager. Walkways shall be swept after each mowing.

3.4 Weed Removal

3.4.1 All weeds shall be removed from shrub and gravel areas and surrounding building. Weeds in flower beds shall be up rooted.

3.5 Clean-Up

3.5.1 Contractor shall rake and bag all leaves, grass clippings, pine needles, paper, etc. and remove from premise after each visit. Contractor shall remove from shrub and flower beds all leaves, cigarette butts, paper, and other extraneous debris. If trash receptacles are provided, the Contractor may use the trash receptacles.

3.6 Mulching

3.6.1 Contractor shall furnish and apply, as specified, a 100% shredded hardwood mulch as required in the Work Schedule. Contractor shall obtain prior approval of the product in advance of application. Contractor shall apply hardwood mulch to all existing beds and trees. A covering of three (3) inches shall be maintained in beds. Mulching will be done on the following months, unless otherwise directed by facility manager; March, June, September, and November.

3.7 Prune-Shrubs and Trees

3.7.1 All trees, bushes, and shrubs up to eight (8) feet in height shall be pruned, trimmed and shaped by the Contractor, to maintain a well-groomed appearance. Such pruning, etc. also serves to prevent obstruction of parking, walking areas, etc. Pruning – Shrubs and Trees will be done year round as needed under the direction of the facility manager.

3.8 Chemical Application

3.8.1 All chemical applications shall be performed in accordance with the Work Schedule herein, unless otherwise directed by the Facility Manager. Contractor shall treat Insect, ant beds, dry and brown patches in lawn areas for pests and fungus. Grass and trees shall be fertilized. Ant treatments shall include broadcasting with “Award” in March, July and November for preventive and spot application treatments as needed and directed by Facility Manager up to a 12 month application. Pest control treatments shall be applied as needed. Fungicide for brown patch (turf) and herbicide for weed control (turf) will be applied as needed and directed by the Facility Manager with a maximum of eight (8) months of applications.

SECTION B

SCOPE OF WORK /SPECIFICATIONS SPECIFIC TO LOCATIONS

PART II

E. B. Cape Training Center 4501 Leeland (Continued)

3.9 Plants, Trees and Shrubs

3.9.1 Contractor shall remove all dead plants, shrubs and trees, and shall replace with similar or exact plants, shrubs or trees, as directed by the Facility Manager.

3.9.2 Contractor shall supply and plant annuals and or perennials every March, June, September, and December in the two (2) front flower beds on both sides of the walkways, at the south entrance of the facility. Each bed measures 5' x 11'. A minimum of 55 plants shall be planted in each of the two beds. Pot size shall be 4", plant height shall be 4-8" with a spread of 3-5".

3.9.3 The varieties and colors of the annuals and or perennials shall be approved by the Facility Manager prior to be being planted by the Contractor.

3.9.4 Trees and shrubs may be planted throughout the term of this contract. Shrub types and sizes may include azaleas (5 gallon), hawthorn (7 and 15 gallon), giant liriope (5 gallon) and small liriope (1 gallon), juniper (5 gallon) and lilies (1 gallon). Tree types and sizes shall include water oak (15 ft.), redbud (12 ft.) crepe myrtle (12 ft.), river birch (15 ft.), pin oak (15 ft.) and birch (15 ft.).

3.10 **Work Schedule**

3.10.1` Contractor shall adhere to the Work Schedule. All work performed by the Contractor shall be done between the hours of 8:00 a.m. and 5:00 p.m., on Monday's, excluding City holidays, unless otherwise directed by the Facility Manager.

3.10.2 When services are required four (4) times a month; services will be performed approximately seven (7) days apart. When services are required two (2) times a month; services will be performed approximately fourteen (14) days apart

3.10.3 When services are required one (1) time a month: services will be performed during the middle of the month.

3.11 Watering and Irrigation

3.11.1 All lawn areas, trees, shrubs and beds located at **E. B. Cape Training Center 4501 Leeland** site must be thoroughly and sufficiently watered. The contractor may use the irrigation/sprinkler system at the site. Should the system fail at any time during the dry, hot periods, the contractor shall provide water hoses of sufficient capabilities to hand water as needed to prevent areas from drying out. The contractor will have access to water connections during planting periods; however, the contractor shall provide hoses needed to aid in the planting process. The department will provide the water.

WORK SCHEDULE AND FREQUENCIES FOR GROUND MAINTENANCE FOR E. B. CAPE at 4501 Leeland.:

Service Require per Year	January	February	March	April	May	June	July	August	September	October	November	December	**TOTAL**
Full Services on Grounds Maintenance and Lawncare -(as detailed in Section "B" –Part I - General Scope/Specifications) Item 29	2	4	4	4	4	4	4	4	4	4	4	2	44
Pruning	1	1	1	1	1	1	1	1	1	1	1	1	12
Mulch	0	0	1	0	0		0	0	1	0		0	2
Fertilize Grass, Beds, Trees and Shrubs	0	0	1	0	0		0	0	1	0	0	0	2
Disease Control (Spot application)			1						1	1			2
Insect Control (Spot application)	1	1	1	1	1	1	1	1	1	1	1	1	12
Weedeat	2	4	4	4	4	4	4	4	4	4	4	2	44
Plant Seasonal Beds			1			1			1			1	4
Debris Removal and Disposal.	2	4	4	4	4	4	4	4	4	4	4	2	44
Sprinkler System Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0

SECTION B

SCOPE OF WORK /SPECIFICATIONS SPECIFIC TO LOCATIONS

PART II

Public Utilities Division (Wastewater Operation) 10500 Bellaire

4.1 Mow, Edge, Trim Rake and Sweep

Contractor shall remove all litter, trash, and debris prior to and after mowing.

4.1.2 Contractor shall mow, edge, trim, rake all lawn areas in accordance with the Work Schedule herein. All hard surfaced areas shall be swept and blown in accordance with the work schedule herein. Mowing heights shall be 1-1/2 to 2-1/2 inches, or as directed by the Facility Manager.

4.1.3 Edging, trimming and raking shall include all these areas not accessible to mowers, for a well-manicured look, i.e., abutting buildings, curbs, drives, parking lots, walkways, sign posts, irrigation heads, shrubs and any other areas as directed by the Facility Manager. One pass with a mower to be made along the outside of the metal fence adjoining Harris County Flood Control property on Keegan's Bayou during each visit. Space below metal fence to be kept clear of vegetation and ant piles.

4.1.4 Walkways shall be swept after each mowing.

4.1.5 Parking lots and driveways shall be swept or blown once per month, after 4:00 p.m. Debris along the driveway curbs from the treatment plant boundary to Bellaire Boulevard shall be shoveled up and swept or blown once per month.

4.2 Weed Removal

4.2.1 All designated landscape and shrub areas are to be weeded by hand as necessary on each scheduled service visit in order to maintain a neat and well manicured appearance. Special attention shall be paid to areas planted with Asiatic Jasmine ground cover to remove weeds and encourage the growth of this ground cover. Contractor shall remove all weeds from shrub areas, and all seams in concrete areas of the parking lots and walkways. When required, the contractor may apply herbicide with Facility Manager's prior approval. Herbicide shall only be used where there is no possibility of affecting existing landscaping plants. Line-trimmers are not to be used for weed control in landscaping areas owing to potential for damage to existing plants. Weeds in landscape areas shall be dug out or pulled out by the roots to minimize re-growth.

4.3 **Designated Landscaped Areas**

4.3.1 Contractor shall refer to site plan furnished by Facility Manger to determine which areas are designated as lawn areas, shrub areas, and landscape areas respectively. Contractor shall pay particular attention as to which plants are desirable and which are weeds within the landscape areas. Contractor should note that the pond is not included in this scope, but all areas up to the concrete margin of the pond are included.

4.4 Debris Pick-Up and Disposal

4.4.1 Contractor shall rake, bag, and remove all leaves, grass clippings, paper, etc. from the premises after each visit. Contractor shall remove from shrub areas, all leaves, cigarette butts, paper, and other extraneous debris. Contractor may use the building trash dumpster for litter and trash. Contractor must haul grass clippings, weeds, and pruning off-site for disposal. Use of a mulching mower is acceptable to re-cycle grass clippings.

SECTION B

SCOPE OF SERVICES /SPECIFICATIONS

PART II

Public Utilities Division (Wastewater Operation) 10500 Bellaire (Continued)

5.1 Mulching

5.1.2 Contractor shall furnish and apply, as specified, a 100% shredded hardwood mulch as required in the Maintenance Schedule. Contractor shall obtain prior approval of the product in advance of application from the Facility Manger. Contractor shall apply hardwood mulch to all existing shrub areas and landscape areas as directed by Facility Manager. A covering of three (3) inches shall be maintained in beds. The mulch shall be cultivated twice a month.

5.2 Pruning

5.2.1 As directed by Facility Manager, the Contractor shall prune, trim, and shape all shrubs and trees in accordance with the Maintenance Schedule to maintain a well-groomed appearance as well as prevent any obstruction of pathways, parking areas, irrigation system, etc. Limbs shall be pruned from trees as needed to provide at least seven feet of vertical clearance along sidewalks, paths, and parking areas. Pruning shall include the decorative grasses along walkways. Pruning should be done during the dormant period.

5.3 Fertilization

5.3.1 As directed by Facility Manager, the Contractor shall fertilize ground cover, shrubs, and trees in accordance with the Maintenance Schedule, in a manner to promote and maintain good color and growth.

5.4 Irrigation Sprinkler System Maintenance and Repair

5.4.1 Contractor shall provide monthly maintenance of the Irrigation Sprinkler System, which shall include, but not be limited to, checking the System's operation and adjusting sprinkler heads. Filter screens in sprinkler heads shall be cleaned or replaced as necessary. Rotary sprinkler heads shall be checked for proper operation and coverage. All sprinkler heads shall be checked for proper alignment and embedment height in the soil to ensure optimal operation and adjusted as necessary. Contractor shall repair the Sprinkler System and use new parts of the same manufacture in the repair. When needed, replacement sprinkler heads shall be of the same type specified on the irrigation plan. Prior to repairs or replacements, Contractor shall provide a written estimate to the City for approval. Contractor shall include with its invoice verification of part(s) costs. Contractor should note that non-potable water (treated wastewater effluent) is used for irrigation purposes at this location, and observe appropriate precautions. Irrigation pump and filtration system will be maintained by city personnel.

5.5 Watering and Irrigation

5.5.1 All lawn areas, trees, shrubs and beds located at 10500 Bellaire site must be thoroughly and sufficiently watered. The contractor may use the irrigation/sprinkler system to be installed at the site. Should the system fail at any time during the dry, hot periods, the contractor shall provide water hoses of sufficient capabilities to hand water as needed to prevent areas from drying out. The contractor will have access to water connections during planting periods; however, the contractor shall provide hoses needed to aid in the planting process. The department will provide the water.

5.6 Maintenance Schedule

5.6.1 Contractor shall adhere to the Maintenance Schedule. All work performed by the Contractor shall be done between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding City holidays, unless otherwise directed by the City. Contractor shall complete services within one (1) day upon commencing services, unless an authorized written extension is granted by the by the City.

5.6.2 When services are required four (4) times a month; Contractor shall perform services approximately seven (7) days apart.

SECTION B

SCOPE OF SERVICES /SPECIFICATIONS

PART II

Public Utilities Division (Wastewater Operation) 10500 Bellaire (Continued):

Maintenance Schedule

5.6.3 When services are required two (2) times a month; Contractor shall perform services approximately (14) days apart.

5.6.4 When services are required one (1) time a month; Contractor shall perform services during the middle of the month.

5.6.5 Contractor shall ensure that its employees are familiar with the scope of work.

5.7 Chemical Application

5.7.1 All chemical applications shall be performed in accordance with the Work Schedule herein, unless otherwise directed by the Facility Manager. Contractor shall treat Insect, ant beds, dry and brown patches in lawn areas for pests and fungus. Fungicide for brown patch and herbicides for weed control will be applied as needed and directed by the Facility Manager. Ant treatment shall include broadcasting with “Award” or other broadcast products approved by the CTR/UDR, in accordance with the Maintenance Schedule or as directed by Facility Manager for preventive and spot applications treatments. Particular attention must be made to prevent chemicals from entering the pond.

5.8 Plants

5.8.1 Contractor shall remove all dead plants, shrubs and trees, and shall replace with similar or exact plants, shrubs or trees, as directed by the Facility Manager.

5.9 Architectural Drawings:

5.9.1 10500 Bellaire architectural drawings that relate to the landscaping and irrigation are attached on the City’s e-bid site.

WORK SCHEDULE AND FREQUENCIES FOR GROUND MAINTENANCE FOR PUBLIC UTILITIES DIVISION (WASTEWATER OPERATION) at 10500 BELLARIE:

Service Require per Year	January	February	March	April	May	June	July	August	September	October	November	December	**TOTAL**
Full Services on Grounds Maintenance and Lawncare (as detailed in Section "B" Part I - General Scope/Specifications) Item 29	1	1	2	4	4	4	4	4	4	2	1	1	**32**
Prune		1											**1**
Mulch		1					1						**2**
Fertilize Grass, Beds, Trees and Shrubs			1						1				**2**
Disease Control				1			1				1		**3**
Insect Control (Broadcast application)				1									**1**
Plant Seasonal Beds													**0**
Sprinkler System Maintenance													

SECTION B

SCOPE OF SERVICES /SPECIFICATIONS

PART II

Public Utilities Division (Wastewater Operation) 4545 Groveway:

6.1 **Mow, Edge, Trim Rake and Sweep**

6.1.1 Contractor shall remove all litter, trash and debris prior to and after mowing.

6.1.2 Contractor shall mow, edge, trim, and rake all lawn areas in accordance with the Work Schedule herein. All hard surfaced areas shall be swept and blown in accordance with the Work Schedule herein. Mowing heights shall be 1-1/2 to 2-1/2 inches, or as directed by the Facility Manager.

6.1.3 Edging, trimming and raking shall include all those areas not accessible to mowers, for a well-manicured look, i.e., abutting buildings, curbs, drives, parking lots, walkways, sign posts, irrigation heads, shrubs and any other areas as directed by the Facility Manager

6.1.4 Walkways shall be swept after each mowing.

6.1.5 Parking lot and driveways shall be swept or blown once per visit.

6.2 **Weed Removal**

6.2.1 All designated landscape and shrub areas are to be weeded by hand as necessary on each scheduled service visit in order to maintain a neat and well-manicured appearance. Special attention shall be paid to areas planted with ground cover to remove weeds and encourage the growth of this ground cover. Contractor shall remove all weeds from shrub areas, and all seams in concrete areas of the parking lots and walkways. When required, the contractor may apply herbicide with Facility Manager's prior approval. Herbicide shall only be used where there is no possibility of affecting existing landscaping plants. Line-trimmers are not to be used for weed control in landscaping areas owing to potential for damage to existing plants.

6.3 **Designated Landscaped Areas**

6.3.1 Contractor shall refer to site plan furnished by Facility Manager to determine which areas are designated as lawn areas, shrub areas, and landscape areas respectively. Contractor shall pay particular attention as to which plants are desirable and which are weeds within the landscape areas.

6.4 **Debris Pick-Up and Disposal**

6.4.1 Contractor shall rake and bag all leaves, grass clippings, paper, etc. and remove from premise after each visit. Contractor shall remove from shrub areas, all leaves, cigarette butts, paper, and other extraneous debris. Contractor may use the building trash dumpster for litter and trash. Contractor must haul grass clippings, weeds, and pruning off-site for disposal. Use of a mulching mower is acceptable to re-cycle grass clippings.

6.5 **Mulching**

6.5.1 Contractor shall furnish and apply, as specified, a 100% shredded hardwood mulch as required in the Maintenance Schedule. Contractor shall obtain prior approval of the product in advance of application from the Facility Manager. Contractor shall apply hardwood mulch to all existing shrub areas and landscape areas as directed by Facility Manager. A covering of three (3) inches shall be maintained in beds. The mulch shall be cultivated twice a month.

SECTION B

SCOPE OF SERVICES /SPECIFICATIONS

PART II

Public Utilities Division (Wastewater Operation) 4545 Groveway Continued :

6.6 **Pruning**

6.6.1 As directed by Facility Manager, the Contractor shall prune, trim, and shape all shrubs and trees in accordance with the Maintenance Schedule to maintain a well-groomed appearance as well as prevent any obstruction of pathways, parking areas, irrigation system, etc. This is to include the decorative grasses along walkways. Pruning should be done during the dormant period.

6.7 **Fertilization**

6.7.1 As directed by Facility Manager, the Contractor shall fertilize ground cover, shrubs, and trees in accordance with the Maintenance Schedule, in a manner to promote and maintain good color and growth.

6.8 **Irrigation Sprinkler System Maintenance and Repair**

6.8.1 Contractor shall provide monthly maintenance of the Irrigation Sprinkler System, which shall include, but not be limited to, checking the System's operation and adjusting sprinkler heads. Filter screens in sprinkler heads shall be cleaned or replaced as necessary. Rotary sprinkler heads shall be checked for proper operation and coverage. All sprinkler heads shall be checked for proper alignment and embedment height in the soil to ensure optimal operation and adjusted as necessary. Contractor shall repair the Sprinkler System and use new parts of the same manufacture in the repair. When needed, replacement sprinkler heads shall be of the same type specified on the irrigation plan. Prior to repairs or replacements, Contractor shall provide a written estimate to the City for approval. Contractor shall include with its invoice verification of part(s) costs. Contractor should note that non-potable water (treated wastewater effluent) may be used for irrigation purposes at this location, and observe appropriate precautions. Irrigation pump and filtration system will be maintained by city personnel.

6.9 **Maintenance Schedule**

6.9.1 Contractor shall adhere to the Maintenance Schedule in this Exhibit. All work performed by the Contractor shall be done between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday, excluding City holidays, unless otherwise directed by the City. Contractor shall complete services within one (1) day upon commencing services, unless an authorized written extension is granted by the City.

6.9.2 When services are required four (4) times a month; Contractor shall perform services approximately seven (7) days apart.

6.9.3 When services are required two (2) times a month; Contractor shall perform services approximately (14) days apart.

6.9.4 When services are required one (1) time a month; Contractor shall perform services during the middle of the month.

6.9.5 Contactor shall ensure that contractor's employees are familiar with this scope of work.

SECTION B

SCOPE OF SERVICES /SPECIFICATIONS

PART II

Public Utilities Division (Wastewater Operation) 4545 Groveway Continued :

6.10 **Chemical Application**

6.10.1 All chemical applications shall be performed in accordance with the Work Schedule herein, unless otherwise directed by the Facility Manager. Contractor shall treat Insect, ant beds, dry and brown patches in lawn areas for pests and fungus. Fungicide for brown patch and herbicides for weed control will be applied as needed and directed by the Facility Manager. Ant treatment shall include broadcasting with “Award” or other broadcast products approved by the CTR/UDR, in accordance with the Maintenance Schedule or as directed by Facility Manager. Particular attention must be paid to prevent chemicals from entering the pond.

6.11 **Plants**

6.11.1 Contractor shall remove all dead plants, shrubs and trees, and shall replace with similar or exact plants, shrubs or trees, as directed by the Facility Manager.

MAINTENANCE SCHEDULE AND FREQUENCIES FOR GROUND MAINTENANCE FOR PUBLIC UTILITIES DIVISION (WASTEWATER OPERATION) at 4545 GROVEWAY:

Service Require per Year	January	February	March	April	May	June	July	August	September	October	November	December	**TOTAL**
Full Services on Grounds Maintenance and Lawncare (as detailed in Section "B" Part I - General Scope/Specifications) Item 29	1	1	2	4	4	4	4	4	4	2	1	1	**32**
Prune		1											**1**
Mulch		1					1						**2**
Fertilize Grass, Beds, Trees and Shrubs			1						1				**2**
Disease Control													
Insect Control (Broadcast application)				1			1				1		**3**
Plant Seasonal Beds													
Sprinkler System Maintenance													

SECTION B

SCOPE OF SERVICES /SPECIFICATIONS

PART II

Public Utilities Division (Wastewater Operation) 4550 Groveway:

7.1 **Mow, Edge, Trim Rake and Sweep**

7.1.1 Contractor shall remove all litter, trash and debris prior to and after mowing.

7.1.2 Contractor shall mow, edge, trim, and rake all lawn areas in accordance with the Work Schedule herein. All hard surfaced areas shall be swept and blown in accordance with the Work Schedule herein. Mowing heights shall be 1-1/2 to 2-1/2 inches, or as directed by the Facility Manager.

7.1.3 Edging, trimming and raking shall include all those areas not accessible to mowers, for a well-manicured look, i.e., abutting buildings, curbs, drives, parking lots, walkways, sign posts, irrigation heads, shrubs and any other areas as directed by the Facility Manager.

7.1.4 Walkways shall be swept after each mowing.

7.1.5 Parking lot and driveways shall be swept or blown once per visit.

7.2 **Weed Removal**

7.2.1 All designated landscape and shrub areas are to be weeded by hand as necessary on each scheduled service visit in order to maintain a neat and well-manicured appearance. Special attention shall be paid to areas planted with ground cover to remove weeds and encourage the growth of this ground cover. Contractor shall remove all weeds from shrub areas, and all seams in concrete areas of the parking lots and walkways. When required, the contractor may apply herbicide with Facility Manager's prior approval. Herbicide shall only be used where there is no possibility of affecting existing landscaping plants. Line-trimmers are not to be used for weed control in landscaping areas owing to potential for damage to existing plants.

7.3 **Designated Landscaped Areas**

7.3.1 Contractor shall refer to site plan furnished by Facility Manager to determine which areas are designated as lawn areas, shrub areas, and landscape areas respectively. Contractor shall pay particular attention as to which plants are desirable and which are weeds within the landscape areas.

7.4 **Debris Pick-Up and Disposal**

7.4.1 Contractor shall rake and bag all leaves, grass clippings, paper, etc. and remove from premise after each visit. Contractor shall remove from shrub areas, all leaves, cigarette butts, paper, and other extraneous debris. Contractor may use the building trash dumpster for litter and trash. Contractor must haul grass clippings, weeds, and pruning off-site for disposal.

7.5 **Mulching**

7.5.1 Contractor shall furnish and apply, as specified, a 100% shredded hardwood mulch as required in the Maintenance Schedule. Contractor shall obtain prior approval of the product in advance of application from the Facility Manger. Contractor shall apply hardwood mulch to all existing shrub areas and landscape areas as directed by Facility Manager. A covering of three (3) inches shall be maintained in beds. The mulch shall be cultivated twice a month.

SECTION B

SCOPE OF SERVICES /SPECIFICATIONS

PART II

Public Utilities Division (Wastewater Operation) 4550 Groveway

7.6 Pruning:

7.6.1 As directed by Facility Manager, the Contractor shall prune, trim, and shape all shrubs and trees in accordance with the Maintenance Schedule to maintain a well-groomed appearance as well as prevent any obstruction of pathways, parking areas, irrigation system, etc. This is to include the decorative grasses along walkways. Pruning should be done during the dormant period.

7.7 **Fertilization**

7.7.1 As directed by Facility Manager, the Contractor shall fertilize ground cover, shrubs, and trees in accordance with the Maintenance Schedule, in a manner to promote and maintain good color and growth.

7.8 Irrigation Sprinkler System Maintenance and Repair

7.8.1 Contractor shall provide monthly maintenance of the Irrigation Sprinkler System, which shall include, but not be limited to, checking the System's operation and adjusting sprinkler heads. Filter screens in sprinkler heads shall be cleaned or replaced as necessary. Rotary sprinkler heads shall be checked for proper operation and coverage. All sprinkler heads shall be checked for proper alignment and embedment height in the soil to ensure optimal operation and adjusted as necessary. Contractor shall repair the Sprinkler System and use new parts of the same manufacture in the repair. When needed, replacement sprinkler heads shall be of the same type specified on the irrigation plan. Prior to repairs, Contractor shall provide a written estimate to the City. Contractor shall include with its invoice verification of part(s) costs.

7.9 Maintenance Schedule

7.9.1 Contractor shall adhere to the Maintenance Schedule in this Exhibit. All work performed by the Contractor shall be done between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday, excluding City holidays, unless otherwise directed by the City. Contractor shall complete services within one (1) day upon commencing services, unless an authorized written extension is granted by the City.

7.9.2 When services are required four (4) times a month; Contractor shall perform services approximately seven (7) days apart.

7.9.3 When services are required two (2) times a month; Contractor shall perform services approximately (14) days apart.

7.9.4 When services are required one (1) time a month; Contractor shall perform services during the middle of the month.

7.9.5 When services are required four (4) times a month; and the month contains 5 weeks Contractor shall perform services approximately seven (7) days apart.

7.9.6 Contactor shall ensure that contractor's employees are familiar with this scope of work.

SECTION B

SCOPE OF SERVICES /SPECIFICATIONS

PART II

Public Utilities Division (Wastewater Operation) 4550 Groveway Continued :)

8.1 Chemical Application

8.1.2 All chemical applications shall be performed in accordance with the Work Schedule herein, unless otherwise directed by the Facility Manager. Contractor shall treat Insect, ant beds, dry and brown patches in lawn areas for pests and fungus. Fungicide for brown patch and herbicides for weed control will be applied as needed and directed by the Facility Manager. Ant treatment shall include broadcasting with "Award", or other broadcast products approved by the CTR/UDR, in accordance with the Maintenance Schedule or as directed by Facility Manager. Particular attention must be paid to prevent chemicals from entering the pond, where applicable.

8.2 **Plants**

8.2.1 Contractor shall remove all dead plants, shrubs and trees, and shall replace with similar or exact plants, shrubs or trees, as directed by the Facility Manager.

MAINTENANCE SCHEDULE AND FREQUENCIES FOR GROUND MAINTENANCE FOR PUBLIC UTILITIES DIVISION (WASTEWATER OPERATION) at 4550 GROVEWAY:

Service Require per Year	January	February	March	April	May	June	July	August	September	October	November	December	**TOTAL**
Full Services on Grounds Maintenance and Lawncare (as detailed in Section "B" Part I - General Scope/Specifications) Item 29	1	1	2	4	4	4	4	4	4	2	1	1	**32**
Prune		1											**1**
Mulch		1					1						**2**
Fertilize Grass, Beds, Trees and Shrubs			1						1			1	**2**
Disease Control													
Insect Control (Broadcast application)				1			1						**2**
Plant Seasonal Beds													
Sprinkler System Maintenance													

9.0 INVOICING AND PAYMENT:

9.1 For and in consideration of performance of services specified under this contract, the City agrees to pay, and the Contractor agrees to accept the fees, as specified in Exhibit "H."

9.2 An invoice shall be prepared for charges incurred by all Departments as represented by each lease agreement terminating during the period of the first through the last work day of the current month. Each invoice must show the contract number, ordinance number, the name of the operational organization leasing the vehicle itemized by the lease agreement number, the attendant line item charge, the subtotal amount by organization, and the grand total for the month for all operations. Copies of each signed lease agreement itemized on the bill shall be attached in support of the charges indicated. Failure to provide such copies shall delay payment of the entire invoice.

9.3 Payment is due thirty (30) days after the receipt of goods and correct invoice for services performed satisfactorily.

9.4 Department of Public Works and Engineering reserves the right to monitor this contract for compliance to ensure legal obligations are fulfilled, and that acceptable levels of services are provided. Monitoring may take the form of, but not necessarily limited to, (1) review of the Contractor's checks for accuracy; (2) site visits; (3) testing and sampling; and (4) review of permits and certifications. The primary responsibility for monitoring compliance rests with the Contract Compliance Section, Management Support Branch of the Office of the Director--Department of Public Works and Engineering. Their office number is 832.395.2496.

9.5 Contractor shall submit a copy of the original invoice for parts purchased, and shall specify the cost-plus percentage markup alongside each purchased item (e.g. 14%).

10.0 WARRANTY OF SERVICES:

10.1 *Definitions:* "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services, as partial or complete performance of the Contract.

10.2 "Correction" as used in this clause, means the elimination of a defect.

10.3 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.

10.4 If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the Contract price.

11.0 ADDITIONS AND DELETIONS:

11.1 The City, by written notice from the City Chief Procurement Officer to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the fee schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges therefore will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule.

12.0 ESTIMATED QUANTITIES NOT GUARANTEED:

12.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of services during the term of this Contract. The quantities may vary depending upon the actual needs of the Department. The quantities specified herein are good faith estimates of usage during the term of this Contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing all the quantities specified herein.

13.0 LOCAL PRESENCE/SOURCE:

13.1 With respect to aerial devices and bucket trucks maintenance, inspection, testing and repair services, Contractor shall have a local authorized facility located within the Houston Area Region (Harris County).

14.0 INTERLOCAL AGREEMENT:

14.1 Under the same terms and conditions hereunder, the Contract may be expanded to other government entities through inter-local agreements between the City of Houston and the respective government entity that encompass all or part of the products/services provided under this contract. Separate contracts will be drawn to reflect the needs of each participating entity.

SECTION C
GENERAL TERMS & CONDITIONS

THE STATE OF TEXAS **BID #** _____

ORDINANCE # _____

COUNTY OF HARRIS **CONTRACT #** _____

I. PARTIES

1.0 ADDRESS

THIS AGREEMENT for **GROUNDS MAINTENANCE/LANDSCAPING SERVICES** ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a Texas home-rule city and _____ ("Contractor or Vendor"), a corporation doing business in Texas.

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

City	**Contractor**
City Chief Procurement Officer for Director	_____
of Department of Public Works & Engineering	_____
City of Houston	_____
P.O. Box 1562	Phone: _____
Houston, Texas 77251	Fax: _____

The Parties agree as follows:

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* G. DRUG POLICY COMPLIANCE DECLARATION
* H. FEES AND COSTS
* I. CITY'S CONTRACTORS PAY OR PLAY PROGRAM

* Note: These Exhibits shall be inserted into the contract Agreement at the time of contract execution.

3.0 PARTS INCORPORATED

3.1 The above described sections and exhibits are incorporated into this Agreement.

4.0 CONTROLLING PARTS

4.1 If a conflict among the sections or exhibits arises, the Exhibits control over the Sections.

5.0 DEFINITIONS

5.1 Certain terms used in this Agreement are defined in Exhibit "A."

6.0 SIGNATURES

6.1 The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL: (if a corporation)
WITNESS: (if not corporation)

_____

By: _____
Name:
Title:

By: _____
Name:
Title:
Federal Tax ID Number: _____

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS
Signed by:

_____
City Secretary

_____
Mayor

APPROVED:

COUNTERSIGNED BY:

_____
Chief Procurement Officer

_____
City Controller

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

II. DUTIES OF CONTRACTOR

1.0 SCOPE OF SERVICES

1.1 In consideration of the payments specified in this Agreement, Contractor shall provide all supervision, labor, tools, equipment, permits, parts, expendable items, material, and supplies necessary to perform the services described in Exhibit "B."

2.0 RELEASE

2.1 PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY 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, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

3.0 INDEMNIFICATION

3.1 PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY "THE CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, COURT COSTS, AND ALL OTHER 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, WITHOUT LIMITATION, THOSE CAUSED BY:

3.1.1 PRIME CONTRACTOR/SUPPLIER AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 2.1-3.2, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

3.1.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND

3.1.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

3.1.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS CONTRACT AND FOR FOUR YEARS AFTER THE CONTRACT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO $500,000.00 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

3.2 CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

4.0 INDEMNIFICATION PROCEDURES

4.1 Notice of Claims. If the City or Prime Contractor/Supplier 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:

4.1.1 a description of the indemnification event in reasonable detail, and

4.1.2 the basis on which indemnification may be due, and

4.1.3 the anticipated amount of the indemnified loss.

4.2 This 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 Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.

4.3 Defense of Claims

4.3.1 Assumption of Defense. Prime Contractor/Supplier may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor/Supplier must advise the City as to whether or not it will defend the claim. If Prime Contractor/Supplier does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

4.3.2 Continued Participation. If Prime Contractor/Supplier elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor/Supplier 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 Prime Contractor/Supplier 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.

5.0 INSURANCE

5.1 Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Workers' Compensation must name the City as an additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and 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 Best's Key Rating Guide. Contractor shall maintain the following insurance coverage in the following amounts:

5.1.1 Commercial General Liability insurance including Contractual Liability insurance:
$500,000 per occurrence; $1,000,000 aggregate

5.1.2 Workers' Compensation including Broad Form All States endorsement:
Statutory amount

5.1.3 Automobile Liability insurance
$1,000,000 combined single limit per occurrence
Defense costs are excluded from the face amount of the policy

Aggregate Limits are per 12-month policy period unless otherwise indicated

5.1.4 Employer's Liability

Bodily injury by accident	$100,000 (each accident)
Bodily injury by disease	$100,000 (policy limit)
Bodily injury by disease	$100,000 (each employee)

5.2 All insurance policies must require by endorsement, that the insurance carrier waives any rights of subrogation against the City, Contractor shall give 30 days written notice to the Director if any of its insurance policies are cancelled, materially changed or non-renewed. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or sole discretion, may:

5.2.1 immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or

5.2.2 purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

5.2.3 All certificates of insurance submitted by Contractor shall be accompanied by endorsements for additional insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies. For a list of pre-approved endorsement, forms see **http://purchasing.houstontx.gov/forms.shtml.** The Director will consider all other forms on a case-by-case basis.

6.0 WARRANTIES

6.1 Contractor represents and warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

6.2 With respect to any parts and goods furnished by it, Contractor warrants:

6.2.1 that all items are free of defects in title, material, and workmanship,

6.2.2 that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,

6.2.3 that each replacement item is new in accordance with original equipment manufacturers specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and

6.2.4 that no item or its use infringes any patent, copyright, or proprietary right.

7.0 LICENSES AND PERMITS

7.1 Contractor shall obtain and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation.

8.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE

8.1 Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out

in Exhibit "C."

9.0 M/WBE COMPLIANCE

9.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("M/WBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply Agreements in at least **11%** of the value of this Agreement to M/WBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the Mayor's Office of Business Opportunity (MOBO) and will comply with them.

9.2 M/WBE subcontracts must contain the terms set out in Exhibit "D."

10.0 DRUG ABUSE DETECTION AND DETERRENCE

10.1 It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by Contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

10.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

10.2.1 a copy of its drug-free workplace policy,

10.2.2 the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "E," together with a written designation of all safety impact positions, and

10.2.3 if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "F."

10.3 If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "G." Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance, and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed, or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

10.4 Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee workforce.

10.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

11.0 ENVIRONMENTAL LAWS

11.1 Contractor shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency ("EPA"), the Texas Commission on Environmental Quality ("TCEQ"), and any other governmental agency with the authority to promulgate environmental rules and regulations ("Environmental Laws"). Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor's failure to comply.

11.2 Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to, or from the site except in strict compliance with the Environmental Regulations. "Hazardous Materials" means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Contractor shall not deposit oil, gasoline, grease, lubricants or any ignitable or hazardous liquids, materials, or substances in the City's storm sewer system or sanitary sewer system or elsewhere on City Property in violation of the Environmental Laws.

12.0 CITY'S CONTRACTOR PAY OR PLAY PROGRAM

12.1 The requirement and terms of the City of Houston Pay or Play Policy, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement.

12.2 The Pay or Play Program for various departments will be administered by the City of Houston Office of Business Opportunity designee and for a Department specific contract; the Department's designated contract administrator will administer the Pay or Play Program.

13.0 CONTRACTOR'S PERFORMANCE

13.1 Contractor shall make citizen satisfaction a priority in providing services under this Agreement. Contractor shall train its employees 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 and committed to offering the highest quality of service to the public. If, in the Director's opinion, Contractor is not interacting in a positive and polite manner with citizens, he or she shall direct Contractor to take all remedial steps to conform to these standards.

14.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

14.1 Contractor shall make timely payments in accordance with applicable state and federal law to all persons and entities supplying labor, materials or equipment for the performance of this Agreement including Contractor's employees.

14.2 Failure of Contractor to pay its employees as required by law shall constitute a default under this contract for which the Contractor and its surety shall be liable on Contractor's performance bond if Contractor fails to cure the default as provided under this Agreement.

14.3 Contractor shall defend and indemnify the City from any claims or liability arising out of Contractors failure to pay its subcontractors as required by law. Contractor shall submit disputes relating to payment of M/WBE subcontractors to arbitration in the same manner as any other disputes under the M/WBE subcontract.

III. DUTIES OF CITY

1.0 PAYMENT TERMS

1.1 The City shall pay and Contractor shall accept fees provided in Exhibit "H" for all services rendered and the Deliverables furnished by Contractor. The fees must only be paid from Allocated Funds, as provided below.

1.2 The City of Houston's standard payment term is to pay 30 days after receipt of invoice or receipt of

goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Tx. Gov't Code, Ch. 2251). However, the City will pay in less than 30 days in return for an early payment discount from vendor as follows:

Payment Time	Discount	Payment Time	Discount
10 days	2%	20 days	1%

1.3 A vendor may elect not to offer a discount for early payment and the City will make payment net 30 days. Discounts will not be considered in the award evaluation.

1.4 If the City fails to make a payment according to the early payment schedule above, but does make the pay no other penalty. When the payment date falls on a Saturday, Sunday, or official holiday when City offices are closed and City business is not expected to be conducted, payment may be made on the following business day.

2.0 TAXES

2.1 The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

3.0 METHOD OF PAYMENT

3.1 The City shall pay Contractor on the basis of invoices submitted by Contractor and approved by the Director, showing the specific tasks completed in the preceding month and the corresponding prices. The City shall make payments to Contractor at its address for notices within 30 days upon receipt of an approved invoice.

4.0 METHOD OF PAYMENT - DISPUTED PAYMENTS

4.1 If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

5.0 LIMIT OF APPROPRIATION:

5.1 The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

5.2 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 pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

5.3 The City makes a Supplemental Allocation by issuing to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"

"By the signature below, the City Controller certifies that, upon the request of the responsible Director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation."

5.4 The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement and it has no other remedy in law or in equity against the City and no right to damages of any kind.

6.0 CHANGES

6.1 At any time during the Agreement Term, the City Chief Procurement Officer or Director may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.

6.2 The City Chief Procurement Officer or Director will issue the Change Order 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 under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

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

[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]

Signed:
[Signature of City Chief Procurement Officer or Director]

6.3 The City Chief Procurement Officer or Director may issue more than one Change Order, subject to the following limitations:

6.3.1 Council expressly authorizes the City Chief Procurement Officer or Director to approve a Change Order of up to $50,000. A Change Order of more than $50,000 over the approved contract amount must be approved by the City Council.

6.3.2 If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.

6.3.3 The total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.

6.4 Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The City Chief Procurement Officer's or Director's decision regarding a time extension is final.

6.5 A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.

6.6 Change Orders are subject to the Allocated Funds provisions of this Agreement.

IV. TERM AND TERMINATION

1.0 CONTRACT TERM

1.1 This Agreement is effective on the Countersignature Date and expires three (3) years after the starting date specified in the Notice to Proceed unless sooner terminated according to the terms of this Agreement.

2.0 NOTICE TO PROCEED

2.1 Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed from the City Chief Procurement Officer.

3.0 RENEWALS

3.1 Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two successive one-year terms on the same terms and conditions. If the Director/Chief of the City Department elects not to renew this Agreement, the City Chief Procurement Officer shall notify Contractor in writing of non-renewal at least 30 days before the expiration of the then current term.

4.0 TIME EXTENSIONS

4.1 If Department requests an extension of time to complete its performance, then the City Chief Procurement Officer may, in his or her sole discretion, extend the time so long as the extension does not exceed 180 days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

5.0 TERMINATION FOR CONVENIENCE BY THE CITY

5.1 The City Chief Procurement Officer or Director may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies, which exist now or in the future.

5.2 On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section III unless the fees exceed the allocated funds remaining under this Agreement.

5.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

6.0 TERMINATION FOR CAUSE BY CITY

6.1 If Contractor defaults under this Agreement, the City Chief Procurement Officer or Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies, which exist now or in the future. Default by Contractor occurs if:

6.1.1 Contractor fails to perform any of its duties under this Agreement;

6.1.2 Contractor becomes insolvent;

6.1.3 All or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or

6.1.4 A receiver or trustee is appointed for Contractor.

6.2 If a default occurs, the City Chief Procurement Officer or Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The City Chief Procurement Officer or Director, at his or her sole option, may extend the termination date to a later date. If the City Chief Procurement Officer or Director allows Contractor to cure the default and Contractor does so to the City Chief Procurement Officer's or Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the City Chief Procurement Officer or Director may terminate this Agreement on the termination date, at no further obligation of the City.

6.3 To effect final termination, the City Chief Procurement Officer or Director must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

7.0 TERMINATION FOR CAUSE BY CONTRACTOR

7.1 Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date.

7.2 The date must be at least 30 days after the Director receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default

before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

8.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS

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

V. MISCELLANEOUS

1.0 INDEPENDENT CONTRACTOR

1.1 Contractor shall perform its obligations under this Agreement as an independent Contractor and not as an employee of the City.

2.0 FORCE MAJEURE

2.1 Timely performance by both parties is essential to this Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.

2.2 This relief is not applicable unless the affected party does the following:

2.2.1 uses due diligence to remove the Force Majeure as quickly as possible, and

2.2.2 provides the other party with prompt written notice of the cause and its anticipated effect.

2.3 The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Agreement by the City.

2.4 If the Force Majeure continues for more than 30 days, the City Chief Procurement Officer or Director may terminate this Agreement by giving 30 days written notice to Contractor. This termination is not a default or breach of this Agreement. CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT AT THE TIME OF THE TERMINATION.

3.0 SEVERABILITY

3.1 If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

4.0 ENTIRE AGREEMENT

4.1 This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the

Parties regarding this Agreement.

5.0 WRITTEN AMENDMENT

5.1 Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance duly adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

6.0 APPLICABLE LAWS

6.1 This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

6.2 Venue for any litigation relating to this Agreement is Harris County, Texas.

7.0 NOTICES

7.1 All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section I of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

8.0 NON-WAIVER

8.1 If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

8.2 An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

9.0 INSPECTIONS AND AUDITS

9.1 City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least 4 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

10.0 ENFORCEMENT

10.1 The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

11.0 AMBIGUITIES

11.1 If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

12.0 SURVIVAL

12.1 Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

13.0 PARTIES IN INTEREST

13.1 This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

14.0 SUCCESSORS AND ASSIGNS

14.1 This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

15.0 BUSINESS STRUCTURE AND ASSIGNMENTS

15.1 Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the City Chief Procurement Officer's or Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under Section 9.406(c) of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

15.2 Contractor shall not delegate any portion of its performance under this Agreement without the City Chief Procurement Officer's or Director's prior written consent.

16.0 REMEDIES CUMULATIVE

16.1 Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

17.0 CONTRACTOR DEBT

17.1 If Contractor, at any time during the term of this Agreement, incurs a debt, as the word is defined in Section 15-122 of the Houston City Code of Ordinances, it shall immediately notify the City Controller in writing. If the City Controller becomes aware that Contractor has incurred a debt, she shall immediately notify Contractor in writing. If Contractor does not pay the debt within 30 days of either such notification, the City Controller may deduct funds in an amount equal to the debt from any payments owed to Contractor under this Agreement, and Contractor waives any recourse therefore.

EXHIBIT A
[DEFINITIONS]

As used in this Agreement, the following terms have the meanings set out below:

"Agreement" means this contract between the Parties, including all exhibits, change orders, and any written amendments authorized by City Council and Contractor.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

“City Chief Procurement Officer” 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 Chief Procurement Officer acting within the limits of delegated authority.

“Contract Award Notice” means the official notification substantiated by the Notice to Proceed issued by the City Chief Procurement Officer to the Contractor.

“Contract Charges” means charges that accrue during a given month as defined in Article III.

“Contract Term” is defined in Article IV.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Countersignature Date" means the date this Agreement is countersigned by the City Controller.

“Director" mean the Directors/Chiefs of each of the Departments or the City Chief Procurement Officer for the City, or the person he or she designates.

“Effective Date” is defined as date contract is countersigned by the City Controller.

“Governing Body” means the Mayor and City Council of the City of Houston.

“Hazardous Materials” is defined in Article II (Environmental Laws).

“Notice to Proceed” means a written communication from the City Chief Procurement Officer to Contractor instructing Contractor to begin performance.

“Parties” mean all the entities set out in the Preamble who are bound by this Agreement.

EXHIBIT B
SCOPE OF SERVICES

(To be inserted by the City at the time of contract execution)

EXHIBIT C
[EQUAL EMPLOYMENT OPPORTUNITY]

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 of 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 worker's 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 employment 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 work force 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 non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, 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 his or her 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 D
[M/WBE SUBCONTRACT TERMS]

(To be inserted by the City at the time of contract execution)

EXHIBIT E
[DRUG POLICY COMPLIANCE AGREEMENT]

(To be inserted by the City at the time of contract execution)

EXHIBIT F
[CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS IN PERFORMANCE OF A CITY CONTRACT]

I, _____
(Name - Print/Type) **(Title)**

as an owner or officer of _____ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

_____ _____
Date Contractor Name

_____
Signature

_____
Title

CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES FOR CONTRACTORS

I, _____
(Name - Print/Type)

as an owner or officer of _____ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

_____ _____
Date Contractor Name

_____
Signature

_____
Title

EXHIBIT G
[DRUG POLICY COMPLIANCE DECLARATION]

(To be inserted by the City at the time of contract execution)

EXHIBIT H
[FEES AND COSTS]

(To be inserted by the City at the time of contract execution)

EXHIBIT I
[PAY OR PLAY]

(To be inserted by the City at the time of contract execution)