4600010899
2011-0538

GENERAL TERMS & CONDITIONS

THE STATE OF TEXAS

COUNTY OF HARRIS

BID #: S10-L23847
ORDINANCE #: _____
CONTRACT #: 4600010899

I. PARTIES

1.0 ADDRESS

THIS AGREEMENT for **GROUNDS MAINTENANCE AND LANDSCAPING SERVICES** ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON ("CITY"), TEXAS,** a municipal corporation and **CENTRAL LANDSCAPE & MAINTENANCE, INC. ("Contractor or Vendor"),** a Texas Home-Rule City 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

City Purchasing Agent for Director
of the General Services Department
City of Houston
P.O. Box 1562
Houston, Texas 77251

Contractor

Central Landscape & Maintenance, Inc.
5815 Cavalcade
Houston, Texas 77026
Phone: 713.676.2327
Fax: 281.586.0950

The Parties agree as follows:

2.0 TABLE OF CONTENTS

2.1 This Agreement consists of the following sections:

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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)

CENTRAL LANDSCAPE & MAINTENANCE, INC.

By: LaDonna Newton
Name: LaDonna Newton
Title: Notarial Banker

LADONNA D NEWTON
My Commission Expires
December 20, 2014

By: Jeffrey Jackson
Name: JEFFREY JACKSON
Title: DIRECTOR
Federal Tax ID Number: 264377520

ATTEST/SEAL:

City Secretary

CITY OF HOUSTON, TEXAS
Signed by:

Mayor

APPROVED:

City Purchasing Agent / Deputy Director

COUNTERSIGNED BY:

City Controller

DATE COUNTERSIGNED:

6-29-11

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.

6-7-11
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 Exhibits "B" and "B2."

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 on their face, or 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.

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 manufacturer's 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 **15%** 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 City's Affirmative Action Division and will comply with them.

9.2 Contractor shall require written subcontracts with all M/WBE subcontractors and shall submit all disputes with M/WBEs to binding arbitration in Houston, Texas if directed to do so by the Affirmative Action Division Director. M/WBE subcontracts must contain the terms set out in Exhibit "D." If Contractor is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is $50,000 or less, the subcontract must also be signed by the attorneys of the respective parties.

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 Affirmative Action Division's 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.

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 ($0..00) 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 Purchasing Agent 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 Purchasing Agent 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 Purchasing Agent or Director]

6.3 The City Purchasing Agent or Director may issue more than one Change Order, subject to the following limitations:

6.3.1 Council expressly authorizes the City Purchasing Agent or Director to approve a Change Order of up to $25,000. A Change Order of more than $25,000 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 Purchasing Agent'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 Purchasing Agent.

3.0 RENEWALS

3.1 Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement shall 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 Purchasing Agent 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 Purchasing Agent may, in his or her sole discretion, extend the time so long as the extension shall not exceed 90 days. The extension shall be in writing but does not require amendment of this Agreement. Contractor shall not be 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 Purchasing Agent or Director shall 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 Purchasing Agent or Director shall 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 shall be 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 Purchasing Agent or Director shall, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The City Purchasing Agent or Director, at his or her sole option, shall extend the termination date to a later date. If the City Purchasing Agent or Director allows Contractor to cure the default and Contractor does so to the City Purchasing Agent'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 Purchasing Agent or Director shall terminate this Agreement on the termination date, at no further obligation of the City.

6.3 To effect final termination, the City Purchasing Agent or Director shall 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 shall 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 shall fail 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 shall 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, shall 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 shall 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 shall be 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 shall reserve 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 shall be 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 shall 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 Purchasing Agent or Director shall 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 shall exist between the Parties regarding this Agreement.

5.0 WRITTEN AMENDMENT

5.1 Unless otherwise specified elsewhere in this Agreement, this Agreement shall 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 shall be only authorized to perform the functions specifically delegated to him or her in this Agreement.

6.0 APPLICABLE LAWS

6.1 This Agreement shall be 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 shall be Harris County, Texas.

7.0 NOTICES

7.1 All notices to either party to the Agreement shall be in writing and shall 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 shall 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 shall 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 shall 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 shall 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 shall not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director shall not authorized to vary the terms of this Agreement.

9.0 INSPECTIONS AND AUDITS

9.1 City representatives shall perform, or have performed, (1) audits of Contractor's books and records, and two (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 three (3) years after this Agreement terminates. This provision shall not affect the applicable statute of limitations.

10.0 ENFORCEMENT

10.1 The City Attorney or his or her designee shall 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 shall 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 shall 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 Purchasing Agent'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 Purchasing Agent'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 shall 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 the Contractor has incurred a debt, then the City Controller shall immediately notify Contractor in writing. If Contractor does not pay the debt within thirty (30) days of either such notification, the City Controller shall 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 Purchasing Agent" is defined as the person or duly authorized successor, authorized in writing to act for the City. The term includes, except as otherwise provided in this Contract, the authorized representative of the City Purchasing Agent acting within the limits of delegated authority.

"Contract Award Notice" means the official notification substantiated by the Notice to Proceed issued by the City Purchasing Agent 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 Purchasing Agent 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 Purchasing Agent 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

1.0 The Contractor shall provide cleaning and grounds maintenance service for the General Services Department (to include the Health & Human Services, Parks and Recreation, Police, and Fire Departments), as described herein. The work to be performed under this Agreement shall consist of, but not limited to providing all supervision, labor, materials, supplies, transportation and equipment necessary for grounds maintenance and landscaping services, per specifications for the locations below:

1.1 LOCATIONS—GENERAL SERVICES, HEALTH & HUMAN SERVICES, PARKS & RECREATION, POLICE, AND FIRE DEPARTMENTS:

1. Air Quality Control Building — 7411 Park Place
2. Animal Control & Warehouse — 2700 Evella
3. Health Dept. Air Monitoring 4401-1/2 Lang
4. HPD Lake Patrol — 22627 Shorewood Loop
5. 3719 Dowling
6. 1501 Webster
7. Houston Police Department — 61 Riesner
8. Municipal Courts — 1400 Lubbock
9. Gerson Building — 33 Artesian
10. Homicide Print Stall — 1305 Dart
11. Uniform Supply — 700 Houston Ave.
12. Volker Bldg. — 1100 Morin/Goliad
13. Police Academy — 17000 Aldine Westfield
14. North Police Station Complex — 9455 W. Montgomery Rd.
15. Clear Lake Substation — 2855 Bay Area Blvd.
16. HPD S.W.A.T. — 1500 W. Dallas
17. Independence Heights Storefront — 803 Crosstimbers
18. Kingwood Police Station — 3915 Rustic Woods Dr.
19. Lake Patrol Office Complex — 22619 W. Shorewood Dr.
20. Magnolia Substation/Eastside Patrol — 7525 Sherman
21. Mounted Patrol-Administration — 5005 Little York
22. Northeast Police Station — 8301 Ley Rd.
23. Reed Road Storefront — 3511 Reed Rd.
24. Southeast Command Station Complex — 8300 Mykawa
25. Southwest Substation Complex — 4503 Beechnut
26. Westside Police Station Complex — 3203 S. Dairy Ashford
27. Wesley House Storefront — 1410 Lee
28. McNair — 2202 St. Emanuel
29. Helicopter Patrol — 8402 Larson
30. Magnolia Park Station — 7223 Ave. Suite F.
31. Northwest Police Station — 6000 Teague
32. Health Air Monitoring — 2411 Texas Ave.
33. Old Fire Station 6 — 901 Henderson
34. Old Fire Station 11 — 4520 Washington
35. Health Old WIC Site — 2812 Berry Rd.
36. 3718 Reed Road
37. 821 San Antonio
38. 6000 Wayside at Griggs
39. Communications Tower — 13505 Aqueduct
40. 2000 Dairy Ashford
41. 1300 Dart

42. 1500 Bellaire at Winkleman
43. 1205 Dart – Fire Logistics
44. Tabor, Comm. Site/Old Fire Station 15
45. 6302 Lyons, Old Fire Station 27
46. 515 Lyons, Vacant Lot
47. 7413 Park Place, Vacant Lot
48. 5820 Little York, Vacant Lot
49. 5820 Teague, Comm. Site
50. 2933 W. 12th, Comm. Site
51. 8203 Coleto, Comm. Site
52. 1307 Crawford, Air Monitor Site
53. 12836 Croquet, Air Monitor Site
54. 9726 Monroe, Air Monitor Site
55. 7330 N. Wayside, Air Monitor Site
56. 3102 Center St.
57. 1200 Travis, HPD Headquarters
58. 10112 Northwest Freeway, Communications Tower
59. Denver Harber – 6402 Market
60. 7111 Dixie, Vacant Lot
61. 3828 Aberdeen Way, Vacant Lot
62. Northeast MSC – 9720 Spaulding St
63. 120001A East Freeway
64. HIU – 1620 Crockett
65. 5th Ward Vacnant Lot – 3906 Stonewall
66. Vacant Lot – 2902 Berry Rd.
67. Vacant Lot – 8420 Schuller
68. Health Center – 1818 Crockett
69. Vacant Lot – 8422 Jensen Dr.
70. Fire station 64 Vacant Lot – 3000 Greens Rd.
71. HPD Property Room (Old) – 1103 Golliad
72. HPD Property Room (New) – 1202 Washington
73. Water Control Lab –1828 Rankin

1.2 At sites with sprinklers, the contractor shall make recommendations on which sites that sensors shall be installed:

a. North Command HPD
b. Northeast Command HPD
c. Mounted Patrol HPD
d, Northeast MSC Health
e. Denver Harbor MSC Health
f. Academy HPD
g. Hiram Clark MSC Health
h. Midwest HPD
i. Clear Lake HPD
j. Southeast HPD
k. Westside HPD
l. Health Administration
m. McNair HPD

2.0 WORKING FORCE / WORKWEEK / HOURS

2.1 Normal work hours are defined as the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday (not exclusive of City holidays) and Saturday and Sunday on an as-needed basis only. For grounds maintenance generally, the frequency shall be seven (7) calendar days during the months of April, May, June, July, August, and September. Generally, the frequency shall be ten (10) calendar days during the months of March and October. Generally, the frequency shall be fourteen (14) calendar days during the month of February. Generally, the frequency shall be twenty-eight (28) calendar days during the months of November, December, and January. When service for a location is required once a month, the service

shall be provided at a time mutually acceptable to the Contractor and the Department. Litter collection shall be performed on each scheduled frequency as identified in Exhibit B2. Certain activities shall be performed at a less frequent interval during the months of November, December, January, and February as long as minimum standards of ground maintenance and litter pickup are met.

2.1.1 The month and frequency as identified in Exhibit B2 shall be performed at each scheduled location unless otherwise stated therein the scope of services.

2.1.2 The Contractor shall make provisions to complete any and all scheduled work as quickly as possible after a delay caused by inclement weather, or other conditions. The Contractor assumes responsibility for repairing or correcting any and all damages resulting from its actions during periods of inclement weather, unless specific authorization is made by the Department in advance of performance of the work activity.

3.0 CONTRACTOR RESPONSIBILITY

3.1 Grounds maintenance services for these locations shall commence upon the date specified in the City Purchasing Agent's written notice to the Contractor, requesting the performance of such maintenance services.

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

3.3 The Contractor shall employ a trained manager or managers (supervisors) with expertise in grounds maintenance services. The manager shall be present at the "location" during the Contractor's performance of such services at the location.

3.4 The telephone number for the Contractor's establishment for grounds maintenance services during business hours on business days shall be given directly to the locations' 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. The City shall terminate this contract upon the Contractor's failure to comply with such notification to the Director or designee.

3.5 The Contractor shall comply with health, safety and security regulations, which may, from time to time, be issued by the City, Department Director, or their designee. The Director or designee shall be charged with giving written or verbal notification, and shall be immediately confirmed in writing, to the Contractor of such regulations. Employees that work at Houston Police Department (HPD) sites shall be subject to background checks and fingerprinting, per HPD policies.

3.6 The Contractor shall immediately give verbal notification (and immediately confirm in writing) to the Director or designee of any damage to the City's equipment, furnishings, or property caused by the Contractor.

3.7 The Contractor shall perform the following grounds maintenance services for each location, in accordance with the applicable location Work Schedule defined in Exhibit B2, unless the Contractor receives notice from the Director or designee changing or canceling any or all such services during the term of this contract.

4.0 LITTER / LIGHT TRASH PICKUP / DISPOSAL

4.1 Litter shall include, but is not limited to trash, debris of all types, paper, bottles, metal cans, containers, tree limbs, leaves, 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 frequencies for locations as specified in Exhibit B2, work schedule. 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 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 MOW / EDGE / TRIM / RAKE

5.1 Mowing, edging, trimming, and raking of all turf and grass areas at the locations on this contract shall be completed by the Contractor as outlined in the work schedule Exhibit B2.

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 (February, March, October, and November). Blades shall be sharpened or replaced as needed.

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 that 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 request of the Department. Pruning activities for trees shall 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 General Services 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.

7.0 FEEDING AND MULCH WORK

7.1 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.

7.2 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 *as often as necessary* to maintain healthy plants.

7.3 Flowering plants and shrubs shall receive one phosphorus feeding while setting blossoms. Azaleas, camellias, and roses shall be treated *as often as necessary* for three (3) consecutive months after blooming--to maintain a healthy appearance and to promote good growth.

7.4 Contractor shall furnish and apply 100% shredded hardwood mulch, as required in the Work Schedule (Exhibit B2). 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.

7.5 Hardwood mulch shall be applied to all existing beds and trees. A covering of three (3) inches shall be maintained in these beds. Contractor shall not put in new beds, nor maintain beds established after initiation of this contract without an authorized change order.

8.0 WATERING AND IRRIGATION

8.1 All sites containing lawn, trees, shrubs, and floral beds shall 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.

8.2 The Department reserves the right to water any sites, as specified, at any time.

9.0 FERTILIZATION PROGRAM

9.1 The Contractor shall furnish, supply, and distribute a completely-balanced fertilizer containing a mix of quick release and slow release ingredients, with an N-P-K ratio of 18-3-6 on or about **March 1st** annually. The quantity of material to be used shall supply two (2) pounds actual nitrogen per 1000-square feet.

9.2 The Contractor shall furnish, supply, and distribute a similar fertilizer on or near March 1st in sufficient quantity, to supply one (1) pound actual nitrogen per 1000 square feet.

9.3 The Contractor shall exercise their best skill and care when distributing fertilizers to prevent over fertilization, which leads to fertilizer burns of turf areas. The Contractor shall provide watering as needed to transport the fertilizers from the surface to the soil zone.

9.4 Lawns shall be treated for weeds and watered *as often as necessary*. "*As often as necessary*" shall be interpreted to mean meeting the standards in the horticulture industry within Houston, Texas.

9.4.1 Fertilizers and sprays shall meet acceptable TDA, EPA, TCEQ and OSHA standards.

9.4.2 Contractor shall be required to install and maintain an above-ground irrigation system. Watering of entire locations shall be required in cases of lack of normal rainfall for extended periods at a time (6-8 weeks). Should watering of this type be required, a simple hook-up of garden hoses to the exterior or location faucets shall suffice.

9.5 Ground covers, hedges, shrubs, and trees shall be fertilized, sprayed, and watered at each location, in accordance with the applicable Work Schedule defined in "Exhibit B2."

10.0 DISEASE AND INSPECTION

10.1 The Contractor shall furnish and apply approved chemicals, or biological agents as required to control or eradicate disease, unwanted insects: ants, fungi, mites, spores, molds, and mildews 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.

11.0 WEED CONTROL

11.1 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 10% 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.

11.2 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 Parks and Recreation 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.

11.3 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.

12.0 HERBICIDE / PESTICIDE / INSECTICIDE APPLICATIONS

12.1 Contractor shall request and obtain prior Departmental approval before using any pesticide or herbicide. The prime Contractor and its sub-contractor shall possess a "Texas Structural Pest Control Board License" (or) a "Texas Department of Agriculture License," and a "Certified Applicator License" for herbicide/pesticide applications. 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. 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.

12.2 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 shall submit the MSDS's for the new product(s) for review, and for approval prior to making the change.

12.3 Contractor shall provide all chemicals and materials required under these specifications. Only fertilizers utilizing slow release nitrogen with no less than ten percent (10%) I.B.D.U. (isobutylidene diurea) nitrogen source at a coverage rate of one (1) pound nitrogen per 1,000 feet shall be authorized by the Department. (An acceptable grass fertilizer is Parex 24-4-12 or of an approved equivalent, and an acceptable tree fertilizer is Davey Arbor Green or approved equivalent.)

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

13.0 SIDEWALKS / SLAB CLEANING / GRAFFITI REPORTING

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

13.2 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.

13.3 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 shall 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.

14.0 CLEAN UP

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

14.2 All leaves, papers, and other extraneous debris shall be removed from the premises after each visit by the Contractor.

15.0 FENCE-LINE CLEANING

15.1 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.

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

16.0 LANDSCAPING SERVICES

16.1 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.

17.0 SPRINKLER SYSTEM MAINTENANCE

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

17.1.1 Additional labor and material cost of defective parts and components shall be covered on an as-needed basis under Section-III, Sprinkler System Maintenance, Additional Tree Trimming and Extra Work (Exhibit B2).

17.1.2 Contractor shall be responsible for installing a rain sensor (if not already equipped) on all functioning in-ground irrigation systems that are operational and are located on properties covered by this contract. The existing rain sensor shall remain functional at all times. Billing for rain sensor installation shall be covered under Section-III, Sprinkler System Maintenance, Additional Tree Trimming and Extra Work (Exhibit B2).

17.1.3 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.

17.1.4 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.

17.1.5 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.

17.1.6 Contractor shall prepare sprinkler systems for inclement weather and freezing conditions.
- 17.1.6.1 Turn off master valves;
- 17.1.6.2 Turn off timers;
- 17.1.6.3 Drain system; and
- 17.1.6.4 Protect vacuum breaker from freeze damage.

18.0 EXTRA CHARGES / METHOD OF PAYMENT

18.1 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:

18.1.1 The Contractor shall perform extra grounds maintenance service(s) at any location, if such maintenance service(s) are like or similar to those maintenance services defined in Exhibit B2, or an extension of those maintenance services defined in Exhibit B, i.e., replanting or replacing existing and/or perished plants, establishing new flower beds or newly landscaped areas upon receipt of notice from the Director 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.

18.1.2 The Extra Charge for any grounds maintenance service(s) not otherwise covered in Exhibit B2, Section-I 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 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).

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

18.3 "Labor Rate" means the Contractor's hourly rate of billing (as stated in the contract Fee Schedule) 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.

19.0 SUPPLEMENTAL TREE TRIMMING

19.1 Exhibit B2, Section-I shall require Contractor to prune, shape trim, and clear bushes, hedges, shrubs, and trees at least ten (10) feet from the ground and three (3) feet above the roofline.

19.2 The supplemental tree trimming per-hour charge shall be for trimming of trees from the ten (10) foot line to fifteen (15) feet out, at the request of the General Services Department.

20.0 LABOR HOURS TIME DEFINITIONS

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

20.1.1 Business Day — shall mean any calendar day except Saturdays, Sundays, and full-day holiday(s) for City of Houston employees, as designated by the Houston City Council.

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

20.1.3 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.

20.1.4 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.

21.0 PENALTIES FOR NON-PERFORMANCE

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

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

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

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

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

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

22.0 WORKMANSHIP AND INSPECTION

22.1 All work shall be performed in a workmanlike manner to the satisfaction of the Department, and in complete accordance with the specifications herein. A weekly grounds maintenance inspection shall be conducted by the Department. A joint inspection between the Contractor and the Department shall take place the last week of each month. The Contractor shall give at least twenty-four (24) hour notification to the authorized Department representative of the date and time of this inspection.

23.0 LABOR / SUPERVISION / DAMAGE

23.1 The Contractor shall retain sufficient staffing/personnel on its payroll to provide services, as specified in the contract. The Contractor shall provide its best skill and knowledge to the performance of work, and shall diligently and efficiently supervise the performance of the same. Contractor shall be held responsible for all damage to property, furnishings, and personal injury caused by the Contractor's personnel while performing the services under this contract. Contractor shall repair to a level as before, or replace with new, for all damage to property or furnishings. Contractor shall provide a permanent office telephone number and two secondary telephone/pager numbers, where Contractor's representative shall be contacted twenty-four (24) hours a day.

24.0 POWER TOOLS AND EQUIPMENT

24.1 The Contractor shall provide, at its own expense, all approved power tools, machines, fuel, and equipment necessary to perform work, as specified. All equipment shall be maintained in first-class working condition to ensure performance and to relieve the City from any liabilities.

25.0 INVOICING AND PAYMENT

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

25.2 A billable invoice shall be prepared for charges incurred by all Department location services and referencing the contract Fee Schedule during the period of the first through the last work day of the current month. Each invoice shall show the contract number, Bid line item number and location description to mirror the contract Fee Schedule. Copies of each signed and itemized billable invoice shall be attached in support of the charges indicated. Failure to provide such copies shall delay payment of the entire invoice.

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

25.4 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%).

25.5 Billing shall be by "trip."

26.0 WARRANTY OF SERVICES

26.1 *Definitions:* "Acceptance" as used in this clause shall mean 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.

26.2 "Correction" as used in this clause shall mean the elimination of a defect.

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

26.4 If the Contractor is required to correct or re-perform, it shall be at no cost to the City. Any services corrected or re-performed by the Contractor shall also 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 shall, by contract or otherwise, correct or replace with similar services and shall charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.

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

27.0 ADDITIONS AND DELETIONS

27.1 The City, by written notice from the City Purchasing Agent to the Contractor, at any time during the term of this contract, shall 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 shall then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations, and/or services classified within the Fee Schedule (Exhibit H)

28.0 ESTIMATED QUANTITIES NOT GUARANTEED

28.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City shall not guarantee any particular quantity of grounds maintenance and landscaping services during the term of this contract. The quantities shall 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 in to based on the City purchasing/requiring all the quantities specified herein.

30.0 MODIFICATION TO RATES

30.1 Fuel Adjustments: Every calendar quarter, the Base Rates shall be subject to a fuel surcharge as follows: an additional one percent (1%) for every twenty-five cent ($0.25) increase in the price of diesel fuel above and including $3.90 per gallon (with a 1% surcharge beginning at $3.90 per gallon and a 2% surcharge at $4.15 per gallon, etc.). In no event shall there be any fuel adjustment for any decrease in the price of diesel fuel below $3.50 per gallon. The diesel fuel price shall be determined by reference to the Energy Information Administration of the US Department of Energy ("EIA/DOE")'s Weekly Retail On Highway Diesel Prices for the Gulf Coast. The EIA/DOE currently publishes these prices on their website at the following location: http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp. The determination of the average price of diesel fuel from the aforesaid website shall be made on the first Monday prior to the end of the quarter (or the first business day thereafter, if such a Monday is a Federal Holiday).

31.0 MINIMUM WAGE

31.1 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 or increases in the Federal minimum wage law, Contractor shall submit a request (s) for increase in the contract fees to the City Purchasing Agent for consideration, provided such request is accompanied by documentation as requested by the City Purchasing Agent verifying that only Contractor's employees' salaries were increased accordingly. The City Purchasing Agent shall consult with the Director before responding to the request.

32.0 LICENSE REQUIREMENTS

32.1 Contractor shall have the following license qualifications prior to contract award, and shall have these valid licenses maintained throughout the duration of the contract term:

32.1.1 TECQ (Texas Environmental Chemical Applicator); and
32.1.2 Irrigator License.

EXHIBIT B2

LANDSCAPING MAINTENANCE LOCATIONS AND WORK SCHEDULE

1.0 LOCATIONS AND WORK SCHEDULE FOR THE GENERAL SERVICES DEPARTMENT (INCLUDING HEALTH & HUMAN SERVICES, PARKS & RECREATION, POLICE AND FIRE DEPARTMENTS):

Section-I

A. Weeding, Weeding Beds, Mowing, Trimming, Spot Treatment for Insects, and Cleanup for a Total of (26) Service Times, as Follows: (1) time for November and February; (2) times for March, August, and September; (3) times for April and October; (4) times for May, June, and July.
B. Fertilizing Lawns, Beds, Shrubs and Trees. Frequent each Section-I location as follows: (1) time in March.
C. Mulching Beds and Feeding Flowering Plants as Follows: (1) time in March.

1.1 Locations

Air Quality Control Building – 7411 Park Place	26 Times per year
Animal Control & Warehouse – 2700 Evella	26 Times per year
Houston Police Department – 61 Riesner	26 Times per year
Municipal Courts – 1400 Lubbock	26 Times per year
Gerson Building – 33 Artesian	26 Times per year
Homicide Print Stall – 1305 Dart	26 Times per year
Uniform Supply – 700 Houston Ave.	26 Times per year
Volker Bldg. – 1100 Morin/Goliad	26 Times per year
Police Academy – 17000 Aldine Westfield	26 Times per year
North Police Station Complex – 9455 W. Montgomery Rd.	26 Times per year
Clear Lake Substation – 2855 Bay Area Blvd.	26 Times per year
HPD S.W.A.T. – 1500 W. Dallas	26 Times per year
Independence Heights Storefront – 803 Crosstimbers	26 Times per year
Kingwood Police Station – 3915 Rustic Woods Drive	26 Times per year
Lake Patrol Office Complex – 22619 W. Shorewood Dr.	26 Times per year
Magnolia Substation/Eastside Patrol – 7525 Sherman	26 Times per year
Northeast Police Station – 8301 Ley Rd.	26 Times per year
Reed Road Storefront – 3511 Reed Rd.	26 Times per year
Southeast Command Station Complex – 8300 Mykawa	26 Times per year
Southwest Substation Complex – 4503 Beechnut	26 Times per year
Westside Police Station Complex – 3203 S. Dairy Ashford	26 Times per year
Wesley House Storefront – 1410 Lee	26 Times per year
McNair – 2202 St. Emanuel	26 Times per year
Helicopter Patrol – 8402 Larson	26 Times per year
Magnolia Park Station – 7223 Ave. Suite F	26 Times per year
Northwest Police Station – 6000 Teague	26 Times per year
Park Place – 7413 Park Place	26 Times per year
Fire Logistics – 1205 Dart	26 Times per year
Denver Harbor – 6402 Market	26 Times per year
Northeast MSC – 9720 Spaulding St.	26 Times per year
Water Control Lab – 1828 Rankin Rd.	26 Times per year
Mounted Patrol Administration – 5005 Little York	26 Times per year

Health Center – 1818 Crockett	26 Times per year
HPD Property Room (Old) – 1103 Golliad	26 Times per year
HPD Property Room (New) – 1202 Washington	26 Times per year

2.0 Section-II

D. Mowing, trimming, and light trash pickup. Frequent each Section-II location (for a total of 9 times) as scheduled: One (1) time each in January, March, April, May, June, July, August, September, and November.

2.1 Locations

4401-1/2 Lang	9 Times per year
22627 Shorewood Loop	9 Times per year
3719 Dowling	9 Times per year
1501 Webster	9 Times per year
2411 Texas Ave.	9 Times per year
901 Henderson	9 Times per year
4520 Washington	9 Times per year
2812 Berry Rd.	9 Times per year
812 San Antonio	9 Times per year
3718 Reed Rd.	9 Times per year
6000 Wayside at Griggs	9 Times per year
13505 Aqueduct	9 Times per year
120001A East Freeway	9 Times per year
2000 Dairy Ashford	9 Times per year
1300 Dart	9 Times per year
1500 Bellaire at Winkleman	9 Times per year
402 Tabor	9 Times per year
6302 Lyons	9 Times per year
6515 Lyons	9 Times per year
7413 Park Place	9 Times per year
5820 Little York	9 Times per year
5820 Teague	9 Times per year
2933 W. 12th St.	9 Times per year
8203 Coleto	9 Times per year
1307 Crawford	9 Times per year
12836 Croquet	9 Times per year
9726 Monroe	9 Times per year
7330 N. Wayside	9 Times per year
7111 Dixie, Vacant Lot	9 Times per year
3828 Aberdeen Way, Vacant Lot	9 Times per year
1620 Crockett – HIU	9 Times per year
2902 Berry Rd – Vacant Lot	9 Times per year
8420 Schuller – Vacant Lot	9 Times per year
8422 Jenson Dr. – Vacant Lot	9 Times per year
3000 Greens Rd. – Fire Station 64, Vacant Lot	9 Times per year
3906 Stonewall (5th Ward) Vacant Lot	9 Times per year
10112 Northwest Freeway, Communications Tower	9 Times per year

E. Pruning / Feeding and Mulch Work / Disease Inspection and Cleanup:

2.1 Locations

3102 Center St.	9 Times per year
1200 Travis	9 Times per year

3.0 Section-III: Sprinkler System Maintenance, Additional Tree Trimming, Fence-Line Cleaning and Extra Work:

3F 3.1 Materials, Plus Markup

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

3G 3.2 Labor

3.2.1 Labor man-hour: At regular time repair of sprinkler system;
3.2.2 Labor man-hour: Emergency repair (4-hr. response) of sprinkler system;
3.2.3 Labor man-hour: Additional tree trimming above (10) feet, and up to (15) feet;
3.2.4 Labor man-hour: Extra work (as defined in Exhibit B, 18.0); and
3.2.5 Labor man-hour: Fence-line cleaning, per (1) linear foot.

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.

CITY OF HOUSTON CERTIFIED M/WBE SUBCONTRACT TERMS

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

1. KUITAS LANDSCAPE COMPANY (M/WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director").

2. KUITAS LANDSCAPE COMPANY (M/WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action or the applicable statute of limitations.

3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

4. As concluded by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by the Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 - "The Act"). Arbitration shall be conducted according to the following procedures:

   a. Upon the decision of the Director or upon written notice to the HR Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.

   b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with the American Arbitration Association on file in the Office of the City's Affirmative Action Division.

   c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.

   d. In the event the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

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

The MWBE policy of the City of Houston will be discussed during the pre-proposal conference. For information, assistance, and/or to receive a copy of the City's Affirmative Action Policy and/or Ordinance, contact the Affirmative Action Division at (713) 837-9000, 611 Walker Street, 7th Floor, Houston, Texas 77002.

EXHIBIT E
[DRUG POLICY COMPLIANCE AGREEMENT]

EXHIBIT E

DRUG POLICY COMPLIANCE AGREEMENT

I, JEFFREY JACKSON as an owner or officer of
Name) (Print/Type)
(Title)

CENTRAL LANDSCAPE & MAINTENANCE INC. (Contractor)

(Name of Company)

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

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).

2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.

3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.

4. Submit semi-annual Drug Policy Compliance Declarations.

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

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

3-30-11

Date

Contractor Name CENTRAL LANDSCAPE & MAINTENANCE INC.

Signature Jeffrey Jackson

Title MANAGER

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

I, JEFFREY JACKSON MANAGER
(Name - Print/Type) (Title)

as an owner or officer of CENTRAL LANDSCAPE & MAINTENANCE INC. (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.

3-30-11
Date

CENTRAL LANDSCAPE & MAINTENANCE INC.
Contractor Name

Jeffrey Jackson
Signature

MANAGER
Title

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

I, JEFFREY JACKSON
(Name - Print/Type)

as an owner or officer of CENTRAL LANDSCAPE & MAINTENANCE INC. (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.

3-30-11
Date

CENTRAL LANDSCAPE & MAINTENANCE INC.
Contractor Name

Jeffrey Jackson
Signature

MANAGER
Title

EXHIBIT G
[DRUG POLICY COMPLIANCE DECLARATION]

DRUG POLICY COMPLIANCE DECLARATION

I, JEFFREY JACKSON MANAGER as an owner or officer of
(Name) (Print/Type) (Title)

CENTRAL LANDSCAPE + MAINTENANCE INC. (Contractor)
(Name of Company)

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

This reporting period covers the preceding six months from _____ to _____ 20 _____

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

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

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

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

Initial From _____ to _____ the following testing has occurred:
(start date) (end date)

	Random	Reasonable Suspicion	Post Accident	Total
Number of Employees Tested				
Number of Employees Positive				
Percent Employees Positive				

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

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

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

3-30-11
Date

Contractor Name CENTRAL LANDSCAPE + MAINTENANCE INC.

Signature Jeffrey Jackson

Title MANAGER

EXHIBIT H
[FEES AND COSTS]

YEARS: 1, 2, 3 & 5

SECTION I-A: Weeding, Weeding Beds, Mowing, Trimming, Spot Treatment for Insects, and Cleanup for a Total of 26 Service Times, as Follows: (1) time for November and February; (2) times for March, August, and September; (3) times for April and October; (4) times for May, June, and July.

1.1 Locations	No.	UOM	Costs
7411 Park Place (Air Qual. Control)	26	EA	175.00
2700 Evella (Animal Control Wareh)	26	EA	205.00
61 Reisner (HPD)	26	EA	205.00
1400 Lubbock (Municipal Cts)	26	EA	137.00
33 Artesian (Gerson Bldg)	26	EA	102.00
1305 Dart (Homicide Print Stall)	26	EA	102.00
700 Houston Ave (Uniform Sup)	26	EA	102.00
1100 Morin/Goliad (Volker Bldg)	26	EA	102.00
17000 Aldine Westfield (PO Acad)	26	EA	900.00
9455 W. Montg. Rd (NPSC)	26	EA	548.00
2855 Bay Area Blvd (CL Sub)	26	EA	274.00
1500 W. Dallas (HPD SWAT)	26	EA	102.00
803 Crosstimbers (I.H. Store)	26	EA	102.00
3915 Rustic Woods Dr (KPS)	26	EA	274.00
22619 W. Shorewood Dr (LPOC)	26	EA	137.00
7525 Sherman (MSEP)	26	EA	240.00
8301 Ley Rd (NEPS)	26	EA	309.00
3511 Reed Rd. (Reed Rd Store)	26	EA	205.00
8300 Mykawa (SECS Complex)	26	EA	309.00
4503 Beechnut (SWS Complex)	26	EA	274.00
3203 S. Dairy Ashford (WPSC)	26	EA	240.00
1410 Lee (Wesley House SF)	26	EA	137.00
2202 St. Emanuel (McNair)	26	EA	205.00
8402 Larson (Helicop Patrol)	26	EA	137.00
7223 Ave. Ste F (Mag PS)	26	EA	205.00
6000 Teague (NW PS)	26	EA	240.00
7413 Park Place (Park PL)	26	EA	205.00
1205 Dart (Fire Logistics)	26	EA	205.00
6402 Market (Denver Harbor)	26	EA	205.00
9720 Spaulding Str (NE MSC)	26	EA	205.00
1828 Rankin Rd (WC Lab)	26	EA	102.00
5005 Little York (MPA)	26	EA	342.00
1818 Crockett (Health Ctr)	26	EA	102.00
1103 Golliad (HPD Old)	26	EA	102.00
1202 Washington (HPD New)	26	EA	102.00

EXHIBIT H
[FEES AND COSTS]

YEARS: 1, 2, 3 & 5

SECTION I-B: Fertilizing Lawns, Beds, Shrubs and Trees. Frequent each Section-I location as follows: (1) time in March.

1.1 Locations	No.	UOM	Costs
7411 Park Place (Air Qual. Control)	1	EA	20.00
2700 Evella (Animal Control Wareh)	1	EA	20.00
61 Reisner (HPD)	1	EA	20.00
1400 Lubbock (Municipal Cts)	1	EA	20.00
33 Artesian (Gerson Bldg)	1	EA	20.00
1305 Dart (Homicide Print Stall)	1	EA	20.00
700 Houston Ave (Uniform Sup)	1	EA	20.00
1100 Morin/Goliad (Volker Bldg)	1	EA	20.00
17000 Aldine Westfield (PO Aca)	1	EA	20.00
9455 W. Montg. Rd (NPSC)	1	EA	20.00
2855 Bay Area Blvd (CL Sub)	1	EA	20.00
1500 W. Dallas (HPD SWAT)	1	EA	20.00
803 Crosstimbers (I.H. Store)	1	EA	20.00
3915 Rustic Woods Dr (KPS)	1	EA	20.00
22619 W. Shorewood Dr (LPOC)	1	EA	20.00
7525 Sherman (MSEP)	1	EA	20.00
8301 Ley Rd (NEPS)	1	EA	20.00
3511 Reed Rd. (Reed Rd Store)	1	EA	20.00
8300 Mykawa (SECS Complex)	1	EA	20.00
4503 Beechnut (SWS Complex)	1	EA	20.00
3203 S. Dairy Ashford (WPSC)	1	EA	20.00
1410 Lee (Wesley House SF)	1	EA	20.00
2202 St. Emanuel (McNair)	1	EA	20.00
8402 Larson (Helicop Patrol)	1	EA	20.00
7223 Ave. Ste F (Mag PS)	1	EA	20.00
6000 Teague (NW PS)	1	EA	20.00
7413 Park Place (Park PL)	1	EA	20.00
1205 Dart (Fire Logistics)	1	EA	20.00
6402 Market (Denver Harbor)	1	EA	20.00
9720 Spaulding Str (NE MSC)	1	EA	20.00
1828 Rankin Rd (WC Lab)	1	EA	20.00
5005 Little York (MPA)	1	EA	20.00
1818 Crockett (Health Ctr)	1	EA	20.00
1103 Golliad (HPD Old)	1	EA	20.00
1202 Washington (HPD New)	1	EA	20.00

Continued . . .

EXHIBIT H
[FEES AND COSTS]

YEARS: 1, 2, 3 & 5

SECTION I-C: Mulching Beds and Feeding Flowering Plants (1X) in the Month of March.

1.1 Locations	No.	UOM	Costs
7411 Park Place (Air Qual. Control)	1	EA	25.00
2700 Evella (Animal Control Wareh)	1	EA	25.00
61 Reisner (HPD)	1	EA	25.00
1400 Lubbock (Municipal Cts)	1	EA	25.00
33 Artesian (Gerson Bldg)	1	EA	25.00
1305 Dart (Homicide Print Stall)	1	EA	25.00
700 Houston Ave (Uniform Sup)	1	EA	25.00
1100 Morin/Goliad (Volker Bldg)	1	EA	25.00
17000 Aldine Westfield (PO Aca)	1	EA	25.00
9455 W. Montg. Rd (NPSC)	1	EA	25.00
2855 Bay Area Blvd (CL Sub)	1	EA	25.00
1500 W. Dallas (HPD SWAT)	1	EA	25.00
803 Crosstimbers (I.H. Store)	1	EA	25.00
3915 Rustic Woods Dr (KPS)	1	EA	25.00
22619 W. Shorewood Dr (LPOC)	1	EA	25.00
7525 Sherman (MSEP)	1	EA	25.00
8301 Ley Rd (NEPS)	1	EA	25.00
3511 Reed Rd. (Reed Rd Store)	1	EA	25.00
8300 Mykawa (SECS Complex)	1	EA	25.00
4503 Beechnut (SWS Complex)	1	EA	25.00
3203 S. Dairy Ashford (WPSC)	1	EA	25.00
1410 Lee (Wesley House SF)	1	EA	25.00
2202 St. Emanuel (McNair)	1	EA	25.00
8402 Larson (Helicop Patrol)	1	EA	25.00
7223 Ave. Ste F (Mag PS)	1	EA	25.00
6000 Teague (NW PS)	1	EA	25.00
7413 Park Place (Park PL)	1	EA	25.00
1205 Dart (Fire Logistics)	1	EA	25.00
6402 Market (Denver Harbor)	1	EA	25.00
9720 Spaulding Str (NE MSC)	1	EA	25.00
1828 Rankin Rd (WC Lab)	1	EA	25.00
5005 Little York (MPA)	1	EA	25.00
1818 Crockett (Health Ctr)	1	EA	25.00
1103 Golliad (HPD Old)	1	EA	25.00
1202 Washington (HPD New)	1	EA	25.00

Continued . . .

EXHIBIT H
[FEES AND COSTS]

YEARS: 1, 2, 3 & 5

SECTION II-D: Mowing, Trimming, and Light Trash Pickup, for a Total of (9) Service Times – (1X) Each in the Months of January, March, April, May, June, July, August, September, and November.

2.1 Locations	No.	UOM	Costs
4401-1/2 Lang	9	EA	100.00
22627 Shorewood Loop	9	EA	100.00
3719 Dowling	9	EA	100.00
1501 Webster	9	EA	100.00
2411 Texas Ave.	9	EA	100.00
901 Henderson	9	EA	100.00
4520 Washington	9	EA	100.00
2812 Berry Rd.	9	EA	100.00
812 San Antonio	9	EA	100.00
3718 Reed Rd.	9	EA	100.00
6000 Wayside at Griggs	9	EA	100.00
13505 Aqueduct	9	EA	100.00
12000 1A East Freeway	9	EA	100.00
2000 Dairy Ashford	9	EA	100.00
1300 Dart	9	EA	100.00
1500 Bellaire at Winkleman	9	EA	100.00
402 Tabor	9	EA	100.00
6302 Lyons	9	EA	100.00
6515 Lyons	9	EA	100.00
7413 Park Place	9	EA	100.00
5820 Little York	9	EA	100.00
5820 Teague	9	EA	100.00
2933 W. 12th Str.	9	EA	100.00
8203 Coleto	9	EA	100.00
1307 Crawfor	9	EA	100.00
12836 Croquet	9	EA	100.00
9726 Monroe	9	EA	100.00
7330 N. Wayside	9	EA	100.00
7111 Dixie, Vacant Lot	9	EA	100.00
3828 Aberdeen Way, (Vacant Lot)	9	EA	100.00
1620 Crokett, HIU	9	EA	100.00
2902 Berry Rd., Vacant Lot	9	EA	100.00
8420 Schuller, Vacant Lot	9	EA	100.00
8422 Jensen Dr., Vacant Lot	9	EA	100.00
3000 Greens Rd, Fire St. 64	9	EA	100.00
3906 Stonewall, Vacant Lot	9	EA	100.00
10112 NW Frwy, Comm Twr	9	EA	100.00

Continued . . .

EXHIBIT H
[FEES AND COSTS]

YEARS: 1, 2, 3 & 5

SECTION II-E: Pruning, Feeding and Mulch Work, and Disease Inspection and Cleanup for a Total of (9) Service Times – (1X) Each in the Months of January, March, April, May, June, July, August, September, and November.

2.1 Locations	No.	UOM	Costs
3102 Center Str.	9	EA	100.00
1200 Travis	9	EA	100.00

SECTION III-F: Sprinkler System Maintenance, Additional Tree Trimming, Fence-Line Cleaning, and Extra Work on an As-Needed Basis.

3.1 Materials Plus M/Up		% Increase
3.1.1	Any type sprinkler system parts at actual cost, plus m/up:	35%
3.1.2	Plants and materials at actual cost, plus m/up:	35%

SECTION III-G (Hourly Labor): Sprinkler System Maintenance, Additional Tree Trimming, Fence-Line Cleaning, and Extra Work on an As-Needed Basis.

3.2	Man-Hour Description	Hourly Rates
3.2.1	Hourly Cost Per Labor Man Hour: (Reg. Time to Repair Sprinkler)	$30/HR
3.2.2	4-Hr. Emerg. Resp Time: (Repair Sprinkler System)	$40/HR
3.2.3	Hourly Cost Per Labor Man Hour: (Addtl Tree Trimming 10-15-Ft.)	$30/HR
3.2.4	Hourly Cost Per Labor Man Hour: [Extra Work (Exhibit-B, 18.0)]	$30/HR
3.2.5	Hourly Cost Per Labor Man Hour: [Fence-line Cleaning (Linear Foot)]	$30/HR

EXHIBIT H
[FEES AND COSTS]

YEAR (4)

SECTION I-A: Weeding, Weeding Beds, Mowing, Trimming, Spot Treatment for Insects, and Cleanup for a Total of 26 Service Times, as Follows: (1) time for November and February; (2) times for March, August, and September; (3) times for April and October; (4) times for May, June, and July.

1.1 Locations	No.	UOM	Costs
7411 Park Place (Air Qual. Control)	26	EA	175.00
2700 Evella (Animal Control Wareh)	26	EA	205.00
61 Reisner (HPD)	26	EA	205.00
1400 Lubbock (Municipal Cts)	26	EA	137.00
33 Artesian (Gerson Bldg)	26	EA	102.00
1305 Dart (Homicide Print Stall)	26	EA	102.00
700 Houston Ave (Uniform Sup)	26	EA	102.00
1100 Morin/Goliad (Volker Bldg)	26	EA	102.00
17000 Aldine Westfield (PO Acad)	26	EA	900.00
9455 W. Montg. Rd (NPSC)	26	EA	548.00
2855 Bay Area Blvd (CL Sub)	26	EA	274.00
1500 W. Dallas (HPD SWAT)	26	EA	102.00
803 Crosstimbers (I.H. Store)	26	EA	102.00
3915 Rustic Woods Dr (KPS)	26	EA	274.00
22619 W. Shorewood Dr (LPOC)	26	EA	137.00
7525 Sherman (MSEP)	26	EA	240.00
8301 Ley Rd (NEPS)	26	EA	309.00
3511 Reed Rd. (Reed Rd Store)	26	EA	***274.00***
8300 Mykawa (SECS Complex)	26	EA	309.00
4503 Beechnut (SWS Complex)	26	EA	274.00
3203 S. Dairy Ashford (WPSC)	26	EA	240.00
1410 Lee (Wesley House SF)	26	EA	137.00
2202 St. Emanuel (McNair)	26	EA	205.00
8402 Larson (Helicop Patrol)	26	EA	137.00
7223 Ave. Ste F (Mag PS)	26	EA	205.00
6000 Teague (NW PS)	26	EA	240.00
7413 Park Place (Park PL)	26	EA	205.00
1205 Dart (Fire Logistics)	26	EA	205.00
6402 Market (Denver Harbor)	26	EA	205.00
9720 Spaulding Str (NE MSC)	26	EA	205.00
1828 Rankin Rd (WC Lab)	26	EA	102.00
5005 Little York (MPA)	26	EA	342.00
1818 Crockett (Health Ctr)	26	EA	102.00
1103 Golliad (HPD Old)	26	EA	102.00
1202 Washington (HPD New)	26	EA	102.00

EXHIBIT H
[FEES AND COSTS]

YEAR (4)

SECTION I-B: Fertilizing Lawns, Beds, Shrubs and Trees. Frequent each Section-I location as follows: (1) time in March.

1.1 Locations	No.	UOM	Costs
7411 Park Place (Air Qual. Control)	1	EA	20.00
2700 Evella (Animal Control Wareh)	1	EA	20.00
61 Reisner (HPD)	1	EA	20.00
1400 Lubbock (Municipal Cts)	1	EA	20.00
33 Artesian (Gerson Bldg)	1	EA	20.00
1305 Dart (Homicide Print Stall)	1	EA	20.00
700 Houston Ave (Uniform Sup)	1	EA	20.00
1100 Morin/Goliad (Volker Bldg)	1	EA	20.00
17000 Aldine Westfield (PO Aca)	1	EA	20.00
9455 W. Montg. Rd (NPSC)	1	EA	20.00
2855 Bay Area Blvd (CL Sub)	1	EA	20.00
1500 W. Dallas (HPD SWAT)	1	EA	20.00
803 Crosstimbers (I.H. Store)	1	EA	20.00
3915 Rustic Woods Dr (KPS)	1	EA	20.00
22619 W. Shorewood Dr (LPOC)	1	EA	20.00
7525 Sherman (MSEP)	1	EA	20.00
8301 Ley Rd (NEPS)	1	EA	20.00
3511 Reed Rd. (Reed Rd Store)	1	EA	20.00
8300 Mykawa (SECS Complex)	1	EA	20.00
4503 Beechnut (SWS Complex)	1	EA	20.00
3203 S. Dairy Ashford (WPSC)	1	EA	20.00
1410 Lee (Wesley House SF)	1	EA	20.00
2202 St. Emanuel (McNair)	1	EA	20.00
8402 Larson (Helicop Patrol)	1	EA	20.00
7223 Ave. Ste F (Mag PS)	1	EA	20.00
6000 Teague (NW PS)	1	EA	20.00
7413 Park Place (Park PL)	1	EA	20.00
1205 Dart (Fire Logistics)	1	EA	20.00
6402 Market (Denver Harbor)	1	EA	20.00
9720 Spaulding Str (NE MSC)	1	EA	20.00
1828 Rankin Rd (WC Lab)	1	EA	20.00
5005 Little York (MPA)	1	EA	20.00
1818 Crockett (Health Ctr)	1	EA	20.00
1103 Golliad (HPD Old)	1	EA	20.00
1202 Washington (HPD New)	1	EA	20.00

EXHIBIT H
[FEES AND COSTS]

YEAR (4)

SECTION I-C: Mulching Beds and Feeding Flowering Plants (1X) in the Month of March.

1.1 Locations	No.	UOM	Costs
7411 Park Place (Air Qual. Control)	1	EA	25.00
2700 Evella (Animal Control Wareh)	1	EA	25.00
61 Reisner (HPD)	1	EA	25.00
1400 Lubbock (Municipal Cts)	1	EA	25.00
33 Artesian (Gerson Bldg)	1	EA	25.00
1305 Dart (Homicide Print Stall)	1	EA	25.00
700 Houston Ave (Uniform Sup)	1	EA	25.00
1100 Morin/Goliad (Volker Bldg)	1	EA	25.00
17000 Aldine Westfield (PO Aca)	1	EA	25.00
9455 W. Montg. Rd (NPSC)	1	EA	25.00
2855 Bay Area Blvd (CL Sub)	1	EA	25.00
1500 W. Dallas (HPD SWAT)	1	EA	25.00
803 Crosstimbers (I.H. Store)	1	EA	25.00
3915 Rustic Woods Dr (KPS)	1	EA	25.00
22619 W. Shorewood Dr (LPOC)	1	EA	25.00
7525 Sherman (MSEP)	1	EA	25.00
8301 Ley Rd (NEPS)	1	EA	25.00
3511 Reed Rd. (Reed Rd Store)	1	EA	25.00
8300 Mykawa (SECS Complex)	1	EA	25.00
4503 Beechnut (SWS Complex)	1	EA	25.00
3203 S. Dairy Ashford (WPSC)	1	EA	25.00
1410 Lee (Wesley House SF)	1	EA	25.00
2202 St. Emanuel (McNair)	1	EA	25.00
8402 Larson (Helicop Patrol)	1	EA	25.00
7223 Ave. Ste F (Mag PS)	1	EA	25.00
6000 Teague (NW PS)	1	EA	25.00
7413 Park Place (Park PL)	1	EA	25.00
1205 Dart (Fire Logistics)	1	EA	25.00
6402 Market (Denver Harbor)	1	EA	25.00
9720 Spaulding Str (NE MSC)	1	EA	25.00
1828 Rankin Rd (WC Lab)	1	EA	25.00
5005 Little York (MPA)	1	EA	25.00
1818 Crockett (Health Ctr)	1	EA	25.00
1103 Golliad (HPD Old)	1	EA	25.00
1202 Washington (HPD New)	1	EA	25.00

Continued . . .

EXHIBIT H
[FEES AND COSTS]

YEAR (4)

SECTION II-D: Mowing, Trimming, and Light Trash Pickup, for a Total of (9) Service Times – (1X) Each in the Months of January, March, April, May, June, July, August, September, and November.

2.1 Locations	No.	UOM	Costs
4401-1/2 Lang	9	EA	100.00
22627 Shorewood Loop	9	EA	100.00
3719 Dowling	9	EA	100.00
1501 Webster	9	EA	100.00
2411 Texas Ave.	9	EA	100.00
901 Henderson	9	EA	100.00
4520 Washington	9	EA	100.00
2812 Berry Rd.	9	EA	100.00
812 San Antonio	9	EA	100.00
3718 Reed Rd.	9	EA	100.00
6000 Wayside at Griggs	9	EA	100.00
13505 Aqueduct	9	EA	100.00
12000 1A East Freeway	9	EA	100.00
2000 Dairy Ashford	9	EA	100.00
1300 Dart	9	EA	100.00
1500 Bellaire at Winkleman	9	EA	100.00
402 Tabor	9	EA	100.00
6302 Lyons	9	EA	100.00
6515 Lyons	9	EA	100.00
7413 Park Place	9	EA	100.00
5820 Little York	9	EA	100.00
5820 Teague	9	EA	100.00
2933 W. 12th Str.	9	EA	100.00
8203 Coleto	9	EA	100.00
1307 Crawfor	9	EA	100.00
12836 Croquet	9	EA	100.00
9726 Monroe	9	EA	100.00
7330 N. Wayside	9	EA	100.00
7111 Dixie, Vacant Lot	9	EA	100.00
3828 Aberdeen Way, (Vacant Lot)	9	EA	100.00
1620 Crokett, HIU	9	EA	100.00
2902 Berry Rd., Vacant Lot	9	EA	100.00
8420 Schuller, Vacant Lot	9	EA	100.00
8422 Jensen Dr., Vacant Lot	9	EA	100.00
3000 Greens Rd, Fire St. 64	9	EA	100.00
3906 Stonewall, Vacant Lot	9	EA	100.00
10112 NW Frwy, Comm Twr	9	EA	100.00

Continued . . .

EXHIBIT H
[FEES AND COSTS]

YEAR (4)

SECTION II-E: Pruning, Feeding and Mulch Work, and Disease Inspection and Cleanup for a Total of (9) Service Times – (1X) Each in the Months of January, March, April, May, June, July, August, September, and November.

2.1 Locations	No.	UOM	Costs
3102 Center Str.	9	EA	100.00
1200 Travis	9	EA	100.00

SECTION III-F: Sprinkler System Maintenance, Additional Tree Trimming, Fence-Line Cleaning, and Extra Work on an As-Needed Basis.

3.1 Materials Plus M/Up		% Increase
3.1.1	Any type sprinkler system parts at actual cost, plus m/up:	35%
3.1.2	Plants and materials at actual cost, plus m/up:	35%

SECTION III-G (Hourly Labor): Sprinkler System Maintenance, Additional Tree Trimming, Fence-Line Cleaning, and Extra Work on an As-Needed Basis.

3.2	Man-Hour Description	Hourly Rates
3.2.1	Hourly Cost Per Labor Man Hour: (Reg. Time to Repair Sprinkler)	$30/HR
3.2.2	4-Hr. Emerg. Resp Time: (Repair Sprinkler System)	$40/HR
3.2.3	Hourly Cost Per Labor Man Hour: (Addtl Tree Trimming 10-15-Ft.)	$30/HR
3.2.4	Hourly Cost Per Labor Man Hour: [Extra Work (Exhibit-B, 18.0)]	$30/HR
3.2.5	Hourly Cost Per Labor Man Hour: [Fence-line Cleaning (Linear Foot)]	$30/HR

EXHIBIT I
[PAY OR PLAY]

City of Houston

Form POP-1A
7.1.07

Pay or Play Program
Acknowledgement Form

What this form does. This form acknowledges your awareness of the Pay or Play program. Your signature affirms that you will comply with the requirements of the program if you are the successful bidder/proposer, and ensure the same on behalf of subcontracts subject to the Pay or Play Program.

If you cannot make this assurance now, do not return this form.

For more information, contact the Contract Administrator.

Routing. Return this form with your bid or proposal.

I declare under penalty of perjury under the laws of the State of Texas that if awarded a contract, I will comply with the requirements of the Pay or Play Program.

Jeffrey Jackson
Signature

3-30-11
Date

JEFFREY JACKSON
Print Name

137055
City Vendor ID

CENTRAL LANDSCAPE & MAINT. INC.
Company Name

713-676-2327
Phone Number

CENTRALLAND@NETSCAPE.COM
Email Address

CERTIFICATION OF AGREEMENT TO COMPLY WITH PAY OR PLAY PROGRAM

Contractor Name: CENTRAL LANDSCAPE MAINTENANCE INC. (Contractor/Subcontractor) $ 1,165,909.00 (Amount of Contract)

Contractor Address: 5815 CAVALCADE HOU. TX. 77026

Project No.: [GFS/CIP/AIP/File No.] 510 - L23847

Project Name: [Legal Project Name] GROUNDS MAINTENANCE AND LANDSCAPING SERVICES FOR GENERAL SERVICES

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534, Contractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree EITHER to PAY or to PLAY for each covered employee, including those of subcontractors subject to the program.

[✓] Yes [ ] No Contractor agrees to Pay $1.00 per hour for work performed by covered employees, including covered subcontractors' employees, under the contract with the City.

[ ] Yes [✓] No Contractor agrees to offer health benefits to each covered employee, including covered subcontractors' employees that meet or exceed the following criteria:
(1) the employer will contribute no less than $150 per employee per month toward the total premium cost; and
(2) the employee contribution, if any amount, will be no greater than 50% of the total premium cost.

[ ] Yes [✓] No Contractor agrees to pay of behalf of some covered employees and play on behalf of other covered employees, in accordance with program requirements, including subcontractors' employees, if applicable.

[✓] Yes [ ] No Contractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program provisions.

[✓] Yes [ ] No <u>For Prime Contractors Only:</u> Contractor will file compliance reports with the City, which will include activity for subcontractors subject to the program, in the form and to the extent requested by the administering department or the Affirmative Action and Contract Compliance Office. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

I hereby certify that the above information is true and correct.

Jeffrey Jackson
CONTRACTOR (Signature)

3-30-11
DATE

JEFFREY JACKSON
NAME AND TITLE (Print or type)

MANAGER