

THE STATE OF TEXAS

BID # S11 – L23893

ORDINANCE # 2011-0676

COUNTY OF HARRIS

CONTRACT # 4600011026

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, TEXAS** ("City"), a Texas Home-Rule City and ASSOCIATED LANDSCAPE SERVICES, LC, a corporation doing business in Texas.

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

City

City Purchasing Agent for Director(s)
of the Public Works and Engineering Department
City of Houston
P.O. Box 1562
Houston, Texas 77251

Contractor

Associated Landscape Services, LC
14507 Sommermeyer
Bellville, Texas 77418
Phone: 713-984-1181
Fax: 713-464-7554

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):

Associated Landscaping Services, LC

WITNESS (if not a corporation):

By: _____

Name:

Title:

By: Robert B. Buckner

Name: ROBERT B BUCKNER

Title: PRESIDENT

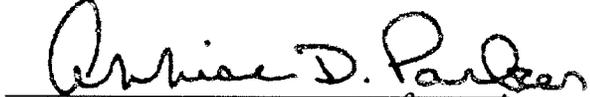
Federal Tax ID Number: 76-0482464

ATTEST/SEAL:


City Secretary

CITY OF HOUSTON, TEXAS

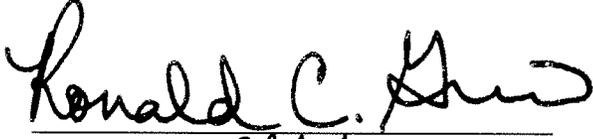
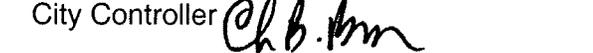
Signed by:


Mayor 

APPROVED:


City Purchasing Agent

COUNTERSIGNED BY:

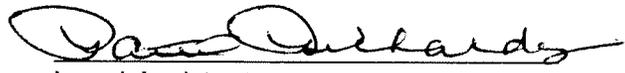

City Controller 

DATE COUNTERSIGNED:

0-16-11

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.

11-28-11
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 labor, material, equipment, transportation and supervision necessary to perform the services described in Exhibit "B".

2.0 INDEMNITY AND RELEASE:

2.1 RELEASE

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.

2.2 INDEMNIFICATION:

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:

- 2.2.1 PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 2.1-2.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- 2.2.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND
- 2.2.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.
- 2.2.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$500,000.00 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

2.3 INDEMNIFICATION:

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

3.0 INDEMNIFICATION PROCEDURES:

3.1 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:

3.1.1 a description of the indemnification event in reasonable detail,

3.1.2 the basis on which indemnification may be due, and

3.1.3 the anticipated amount of the indemnified loss.

3.2 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.

3.3 Defense of Claims

3.3.1 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.

3.3.2 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.

4.0 INSURANCE:

4.1 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 coverages in the following amounts:

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

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

4.1.3 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.

4.1.4 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)

4.2 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 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:

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

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

5.0 WARRANTIES:

5.1 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.

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

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

5.2.2 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,

5.2.3 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

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

6.0 LICENSES AND PERMITS:

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

7.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE:

7.1 Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in Exhibit "C."

8.0 MWBE COMPLIANCE:

- 8.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") 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 MWBEs. 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.
- 8.2 Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration in Houston, Texas if directed to do so by the Affirmative Action Division Director. MWBE 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.

9.0 DRUG ABUSE DETECTION AND DETERRENCE:

- 9.1 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.
- 9.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):
 - 9.2.1 a copy of its drug-free workplace policy,
 - 9.2.2 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,
 - 9.2.3 if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "F."
- 9.3 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.
- 9.4 Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.
- 9.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

10.0 ENVIRONMENTAL LAWS:

- 10.1 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.

- 10.2 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.

11.0 CONTRACTOR'S PERFORMANCE:

- 11.1 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.

12.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS:

- 12.1 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.
- 12.2 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.
- 12.3 Contractor shall defend and indemnify the City from any claims or liability arising out of Contractor's 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.

13.0 CONTRACTOR PAY OR PLAY PROGRAM:

- 13.1 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. Exhibit "I".
- 13.2 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.

III. DUTIES OF CITY

1.0 **PAYMENT TERMS:**

- 1.1 The City shall pay and Contractor shall accept fees at the unit prices provided in Exhibit H for all services rendered and the Deliverables furnished by Contractor. The fees must only be paid from Allocated Funds, as provided below.
- 1.2 Any quantities of services or Deliverables shown in any part of this contract or its exhibits are estimated only and are not any guarantee that the City will not purchase more or less of those services or Deliverables. The City will pay only for the services or Deliverables actually ordered and only at the unit prices set out.

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 of 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 **\$76,624.32** 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 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 will be automatically renewed for two successive one-year terms on the same terms and conditions. If the Director of the City Department elects not to renew this Agreement, the City Purchasing 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 the 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 does not exceed 90 days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

5.0 TERMINATION FOR CONVENIENCE BY THE CITY:

- 5.1 The City Purchasing Agent or Director may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.
- 5.2 On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section III unless the fees exceed the allocated funds remaining under this Agreement.

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

6.0 TERMINATION FOR CAUSE BY CITY:

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

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

6.1.2 Contractor becomes insolvent;

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

6.1.4 a receiver or trustee is appointed for Contractor.

6.2 If a default occurs, the City Purchasing Agent or Director may, 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, may 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 may 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 must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

7.0 TERMINATION FOR CAUSE BY CONTRACTOR:

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

7.2 The date must be at least 30 days after the Director receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

8.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS:

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

V. MISCELLANEOUS

1.0 INDEPENDENT CONTRACTOR:

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

2.0 FORCE MAJEURE:

- 2.1 Timely performance by both parties is essential to this Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.
- 2.2 This relief is not applicable unless the affected party does the following:
- 2.2.1 uses due diligence to remove the Force Majeure as quickly as possible; and
- 2.2.2 provides the other party with prompt written notice of the cause and its anticipated effect.
- 2.3 The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Agreement by the City.
- 2.4 If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director may terminate this Agreement by giving 30 days' written notice to Contractor. This termination is not a default or breach of this Agreement. **CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT AT THE TIME OF THE TERMINATION.**

3.0 SEVERABILITY:

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

4.0 ENTIRE AGREEMENT:

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

5.0 WRITTEN AMENDMENT:

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

6.0 APPLICABLE LAWS:

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

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

7.0 NOTICES:

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

8.0 NON-WAIVER:

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

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

9.0 INSPECTIONS AND AUDITS:

9.1 City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least 3 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

10.0 ENFORCEMENT:

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

11.0 AMBIGUITIES:

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

12.0 SURVIVAL:

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

13.0 PARTIES IN INTEREST:

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

14.0 SUCCESSORS AND ASSIGNS:

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

15.0 BUSINESS STRUCTURE AND ASSIGNMENTS:

15.1 Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the City 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 may terminate its duties under this Agreement except in accordance with its provisions.

17.0 CONTRACTOR DEBT:

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

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.

"Contractor Administrator" means the representative of the Department who is responsible for the administration for the Contract.

"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 WORK

PART I

GENERAL SCOPE OF WORK/SPECIFICATIONS

1.0 General

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

1.2 Minimum Wage:

1.2.1 The Contractor will pay all employees the Federal minimum wage per hour while working under this contract. If, during the term of this Agreement, there is legislation enacted regarding an increase in the Federal minimum wage law, the Contractor shall submit a request (s) for increase in the contract fees to the 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.

1.3 Qualifications:

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

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

1.4 License Requirements:

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

1.4.1.1 TECQ (Texas Environmental Chemical Applicator)

14.1.2 Irrigator License.

EXHIBIT "B"

PART I

GENERAL SCOPE OF WORK/SPECIFICATIONS

1.4.1.2 Structural Pest Control Business License.

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

2.0 Contractor's Responsibility

2.1 Grounds maintenance services shall commence upon the date specified in the Notice to Proceed by the City Purchasing Agent to the Contractor, requesting the performance of such ground maintenance services.

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

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

2.4 The telephone number for the Contractor's establishment for grounds maintenance services during business hours on business days shall be given directly to the manager. A change of the telephone number shall immediately be given verbally to the Director or designee, and shall be confirmed in writing to the Director or designee. The City may terminate this contract upon the Contractor's failure to comply with such notification to the Director or designee.

2.5 The Contractor shall comply with health, safety and security regulations, which may, from time to time, be issued by the Director, or 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.

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

3.0 Alternate Work Plan

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

EXHIBIT "B"

PART I

GENERAL SCOPE OF WORK/SPECIFICATIONS

4.0 Litter / Light Trash Pick-Up / Disposal:

- 4.1 Litter shall include, but is not limited to trash, debris of all types, paper, bottles, metal cans, containers, tires, food scraps, or material of any type which is not growing, nor intended to be a fixture or permanent part of the grounds area.
- 4.2 Litter collection shall be performed at all locations. Litter shall be picked up from all areas covered under terms of the contract. Litter shall be picked up prior to, and after any mowing activities. The Contractor shall pick up and remove any materials intentionally or unintentionally cut during the mowing process, and before completing work at the site during the same workday. The Contractor shall be responsible for disposal of litter from the site.
- 4.3 The Contractor shall empty all refuse containers (exclusive of dumpsters), and remove and dispose of all material. All refuse containers shall require Contractor to furnish and replace new plastic bag liners into containers each time the container is emptied. Litter, trash, garbage, etc., shall be placed into dumpsters, if available on site. The Contractor shall not leave material at or near a dumpster in event the dumpster is already filled. If dumpsters are filled, Contractor shall haul off and properly dispose all materials and trash bags. The Contractor shall notify the Contract Administrator or designated person of any trash containers damaged, missing, or dumpsters that are constantly full. The Contractor shall (at Contractor's expense) replace any containers, damaged or destroyed, by the Contractor's employees.

5.0 Mow / Edge / Trim / Rake:

- 5.1 Mow, edge, trim and rake of all turf and grass areas at the locations on this contract shall be completed by the Contractor.
- 5.2 Height of the cut of mowing units shall be two (2) inches, plus or minus one-quarter (1/4) inch, measured as the vertical distance from level ground to the cutting edge of the blade during the growing season (April, May, June, July, August, and September). Height of cut of mowing units shall be two (2) to three (3) inches, plus or minus one-quarter (1/4) inch, measured as the vertical distance from level ground to the cutting edge of the blade during the non-growing season (January, February, March, October, November, and December). 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.

EXHIBIT "B"

PART I

GENERAL SCOPE OF WORK/SPECIFICATIONS

- 5.5 Grass clippings or residue resulting from mowing activities that remain on turf shall be left, provided the Contractor uses and maintains a mulching-type mower in good, cutting condition. The Contractor shall remove residue that would be expected not to deteriorate within forty-eight (48) hours after mowing. Mechanical trimming shall be used to define boundaries along sidewalks, curbs, structures, railroad right-of-ways, drives, parking areas, and turf areas. Areas along sidewalks shall be trimmed so that the width of cut is less than one-half (1/2) inch. Trimming and edging, either mechanical or chemical are included as an integral part of the mowing operation and shall be performed as required to maintain a pleasing, aesthetic appearance.
- 5.6 Edging, trimming and raking shall include those areas not accessible to mowers, for the well-manicured look, i.e., abutting buildings, curbs, drives, fences, flowerbeds, parking areas, sprinkler heads, trees, walkways and any other area at any location which requires maintenance services in accordance with this contract.
- 6.0 Pruning:**
- 6.1 All trees, bushes, shrubs, or other plant material shall be trimmed, pruned and/or shaped as deemed necessary to maintain desired characteristics of the plant, or at the request of the Department. Pruning activities for trees will be limited to removal of dead, broken, or diseased branches and limbs, rather than for purely aesthetic reasons. Pruning of shrubs and hedges shall be required to maintain the desired aesthetic effect.
- 6.2 Bushes, hedges, shrubs and trees, of any height shall be pruned, shaped, trimmed, and cleared at least seven (7) feet from the ground, and three (3) feet above the roof line, as necessary, to maintain a well-groomed appearance. Such pruning shall also serve the purpose of preventing any obstruction of the pathways, irrigation and plumbing systems, and parking areas. The Public Works & Engineering Department shall approve any major pruning of areas prior to operation. All cuts over ½-inch in diameter shall be brush-painted with approved tree paint. Spray painting shall not be permitted.
- 6.3 Removal of dead or diseased branches and removal of obstructions to pedestrians/vehicles shall be required throughout the area. Removal shall include the cutting back of remaining limbs to an appropriate point, and the application of tree-wound dressing on any cuts larger than three-fourths (3/4) inch.
- 6.4 Pruning, etc., shall follow the latest printed recommendations, requirements, and specifications of the Texas Agricultural Extension Service, and shall be of specific requirements outlined by the Department.
- 6.5 Contractor shall be responsible for removal from the site, all limbs and plant material generated by pruning, or tree-removal activities.

EXHIBIT "B"

PART I

GENERAL SCOPE OF WORK/SPECIFICATIONS

7.0 **Plant Annuals/Perennials**

- 7.1 Small Beds, 10 beds with 125 plants per bed to be planted in the following months-March, June, September, and December (The number of beds to be planted may vary).
- 7.2 Medium Beds, 47 beds with 200 plants per bed to be planted in the following months- March, June, September, and December (The number of beds to be planted may vary).
- 7.3 Large Beds, 8 beds with 300 plants per bed to be planted in the following months- March, June, September, and December (The number of beds to be planted may vary).

8.0 **Feeding And Mulch Work:**

- 8.1 All flower and shrub beds shall be mulched annually with at least three (3) inches of composted materials, depending upon loss of mulch and climatic conditions. The amount of mulch added, and the required frequency of service may vary.
- 8.2 All beds and planters whether flower or shrubs shall be kept in a neat condition, edged, and virtually free of weeds and undesirable growth at all times. Such beds and planters shall be watered as often as necessary to maintain healthy plants.
- 8.3 Flowering plants and shrubs shall receive one phosphorus feeding while setting blossoms. Azaleas, Camellias, and Roses shall be treated as often as necessary for three (3) consecutive months after blooming--to maintain a healthy appearance and to promote good growth.
- 8.4 Contractor shall furnish and apply, 100% shredded hardwood mulch, as required. The Contractor shall obtain the prior approval from the General Services Department of any hardwood mulch to determine the acceptability of the product in advance to application.
- 8.5 Hardwood mulch shall be applied to all existing beds and trees. A covering of three (3) inches shall be maintained in these beds. An authorized change order shall be required to put in new beds, or maintain beds established after the initiation of this contract.

EXHIBIT "B"

PART I

GENERAL SCOPE OF WORK/SPECIFICATIONS

9.0 Watering And Irrigation:

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

10.0 Fertilization Program:

- 10.1 Fertilizer, Herbicide or Pesticide Application: Contractor shall provide all chemicals and materials required under these specifications and as necessary to meet industry standards. Only fertilizers utilizing slow release nitrogen with no less than ten percent I.B.D.U. (isobutylidene diures) nitrogen source at a coverage rate of one (1) pound per 1,000 feet to be applied three (3) times per year, will be authorized by the department. Deep root feed shall be applied to all evergreens one (1) time annually, preferably in January. An acceptable tree fertilizer is Davey Arbor Green or an approved equivalent.
- 10.2 The contractor shall provide a list of all pesticides it proposes to use while performing services under this contract not later than three (3) working days after the issuance of the Notice to Proceed by the City Purchasing Agent. Each pesticide listed shall be accompanied by a Material Safety Data Sheet (MSDS), (OSHA Form 20). Contractor must request and obtain prior approval from the Department of Public Works and Engineering before using any fertilizer, pesticide or herbicide on locations covered under this contract.

11.0 Disease And Inspection:

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

EXHIBIT "B"

PART I

GENERAL SCOPE OF WORK/SPECIFICATIONS

12.0 Weed Control:

- 12.1 A weed shall be defined for purposes of this contract as any vegetative material growing in an area where it is not intended or desired. Areas include all turf, floral beds, shrub beds, ditches, and paved areas such as parking lot/sidewalks and areas within the contract boundaries. Flowerbeds shall be maintained so that undesired plant material is only found to exist in no more than ten (10) percent of the total surface area of the bed. All playground surfaces shall be kept free of weeds, grasses, and other undesirable growth at all times. Weeds shall be removed as needed as part of routine operations. For turf areas, a chemical weed control shall be used only if undesirable growth exceeds 25% of the turf area, or if undesirable growth is not controlled by mowing operations.
- 12.2 The Contractor shall maintain all areas in a manner so as to keep weed infestation to a minimum. (This includes mechanical and chemical weed control activities.) The Contractor shall be permitted to use chemical trim herbicides, limited to Roundup, Roundup Plus, or Finale, or other herbicides approved by the Public Works & Engineering Department. The Contractor shall request permission for use of other herbicides in other areas. Upon submission with MSDS, the Department shall perform a review of the material and use. Approval or denial of the request shall be based upon this review.
- 12.3 In all instances of chemical trimming, the herbicides shall be applied to only plant material which is to be eliminated, or around trees and structures in a narrow band not exceeding fourteen (14) inches, plus or minus two (2) inches, in width. Frequency of use shall be determined by the appearance of unwanted plant growth within the treated area. Use of herbicide to substitute for mechanical trimming (edging) along sidewalks or other areas as designated by the Department, is prohibited.
- 12.4 All weeds shall be removed from shrub, flowerbeds, gravel areas and surrounding building. Weeds shall be hand pulled (up rooted) or herbicide applied, when necessary.

13.0 Herbicide / Pesticide / Insecticide Applications:

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

EXHIBIT "B"

PART I

GENERAL SCOPE OF WORK

- 13.3 MSDS's shall be furnished to the Department for all products, which will be used in the fulfillment of this contract. The Contractor shall be required to submit copies of the MSDS forms for all products requested. After award of the contract, if the Contractor wants or needs to switch products from those for which they have submitted MSDS's, the Contractor must submit the MSDS's for the new product(s) for review, and for approval prior to making the change.
- 13.4 Insecticides shall be applied on each visit to prevent ants, chinch bugs, grub worms, sod grass, etc.
- 14.0 Sidewalks / Slab Cleaning / Graffiti Reporting:**
- 14.1 Contractor shall remove trash, litter, and dirt from all slabs, walkways, walls, etc., as a part of routine scheduled maintenance activities.
- 14.2 The Contractor shall clean or remove unsightly material, which has accumulated on concrete and surfaces (including boat landings), as a part of the routinely scheduled maintenance.
- 14.3 The Contractor shall notify the Department of all observed instances of graffiti within twenty-four (24) hours, or by the next business day, after observation. The Department will dispatch appropriate personnel to deal with removal of graffiti. The telephone number to report graffiti is at the City of Houston Information Line: 713-837-0311.
- 15.0 Clean Up:**
- 15.1 All trimmings, leaves, cuttings, and grass clippings shall be collected and removed from the premises after each visit by the Contractor.
- 16.0 Fence-Line Cleaning:**
- 16.1 Contractor shall clear fence lines upon request from the Department within seventy-two (72) hours from request. Fence-line cleaning shall include removal of unwanted vegetation within thirty-six (36) inches of fence.
- 16.2 Fence-line cleaning shall include the removal of unwanted vegetation within thirty-six (36) inches of fence.
- 17.0 Landscaping Services:**
- 17.1 Contractor shall provide landscaping services on an as-needed basis. Contractor shall submit a proposal to Department for approval before proceeding with any landscaping services, in an effort to beautify the locations.

EXHIBIT "B"

PART I

GENERAL SCOPE OF WORK

18.0 Sprinkler System Maintenance:

- 18.1 Contractor shall conduct a bi-annual inspection of irrigation systems, to include adjustments of sprinkler heads, control devices, valves, and time clock.
- 18.2 Additional labor and material cost of defective parts and components shall be covered on an as-needed basis.
- 18.3 All repairs shall be completed within three (3) working days after notification. All water leaks shall be repaired and completed within four (4) hours after notification.
- 18.4.1 Contractor shall be responsible for developing and implementing a watering program that complies with current TCEQ water conservation practices and shall be responsible for making adjustments to the watering program--to reflect seasonal moisture requirements at least, but not limited to, four (4) times a year.
- 18.4.2 Contractor shall have a licensed Landscape Irrigator on staff in good standing with the Texas Commission on Environmental Quality (TCEQ) to ensure all repairs and improvements are properly made, and comply with current irrigation laws and practices.

19.0 Materials, Plus Markup:

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

20.0 Labor:

- 20.1 Labor man-hour: at regular time repair of sprinkler system.
- 20.2 Labor man-hour: emergency repair (4-hr. response) of sprinkler system.
- 20.3 Labor man-hour: additional tree trimming above (10) feet, and up to (15) feet.
- 20.4 Labor man-hour: "Extra Work" (as defined in 18.0 and 21.0).

21.0 Extra Charges / Method Of Payment:

- 21.1 For extra grounds maintenance service(s), if any, rendered by the Contractor in accordance with the terms and conditions of this contract, the City shall pay "Extra Charges" to the Contractor as follows:
- 21.2 The Contractor shall perform extra grounds maintenance service(s) at any location, if such maintenance service(s) are like or similar. Replanting or replacing existing and/or perished plants, establishing new flower beds or newly landscaped areas upon receipt of notice from the Director requesting the performance of such maintenance service(s). The performance of extra grounds maintenance service(s) shall be performed at a time agreed upon by the Contractor and Director.
- 21.3 The Extra Charge for any grounds maintenance service(s) not otherwise specified shall be computed separately for each employee of the Contractor who performs all or part of such requested extra service(s), but only for such maintenance service(s) specifically requested by the Director 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).

EXHIBIT "B"

PART I

GENERAL SCOPE OF WORK

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

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

22.0 Supplemental Tree Trimming:

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

23.0 Labor Hours Time Definitions:

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

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

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

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

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

24.0 Penalties For Non-Performance:

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

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

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

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

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

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

EXHIBIT "B"

PART I

GENERAL SCOPE OF WORK

25.0 Workmanship and Inspection

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

26.0 Scheduling

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

27.0 Invoicing

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

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

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

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

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

Contractor shall mail all invoices to the following address:

**City of Houston
Department of Public Works and Engineering
Accounts Payable – Service Contracts
Attn: Craig Foster
Service Contract Accounting
P.O. Box 61449
Houston, Texas 77208-1449**

EXHIBIT "B"

PART I

GENERAL SCOPE OF WORK

28.0 Modification To Rates (Remove)

28.1 Fuel Adjustments: has been deleted in its entirety.

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

29.1 Lawn Areas

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

29.2 Shrub/Hedge areas

- 29.2.1 Remove weeds/ Up root weeds and grasses
- 29.2.2 Disposal of lawn Clippings and Branches
- 29.2.3 Remove litter
- 29.2.4 Trim ground cover back from curbs and side walks
- 29.2.5 Spot treat for ants, as needed
- 29.2.6 Pruning
- 29.2.7 Disease Control

29.3 Landscape Areas/Flower Beds

- 29.3.1 Remove weeds/ Up root weeds and grasses
- 29.3.2 Remove litter
- 29.3.3 Disposal of lawn Clippings and Branches
- 29.3.4 Spot treat for ants, as needed
- 29.3.5 Raking as needed
- 29.3.6 Watering and Irrigation
- 29.3.7 Disease Control

EXHIBIT "B"

PART I

GENERAL SCOPE OF WORK

29.4 Sidewalks, parking areas/lots and Walkway

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

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

29.5 OPTIONAL SERVICES FOR ALL LOCATIONS:

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

30.0 ADDITIONS & DELETIONS:

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

31.0 ESTIMATED QUANTITIES NOT GUARANTEED

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

EXHIBIT "B"

PART I

GENERAL SCOPE OF WORK

32.0 WARRANTY OF SERVICES

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

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

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

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

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

33.0 CONFLICT IN TERMS:

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

EXHIBIT "B"

SCOPE OF WORK /SPECIFIC TO LOCATIONS

PART II

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

1.1 Watering and Irrigation

- 1.1.1 All lawn areas, trees, shrubs and beds located at 4200 Leeland and 4215 Leeland sites must be thoroughly and sufficiently watered. The contractor may use the irrigation/sprinkler system at the site.
- 1.1.2 During hot, dry periods "sufficiently" shall be interpreted as not less than two inches, soaked, one weekly and more, if necessary.
- 1.1.3 The City of Houston, Department of Public Works and Engineering reserves the right to water any and/or all sites as specified at any time during the seven (7) calendar day cycle to prevent lawn areas, trees, shrubs and beds from drying out.

1.2 Litter Pickup:

- 1.2.1 Area shall be free from litter before mowing begins.
- 1.2.2 Whenever the term "litter" is used, herein, it shall mean paper, bottles, cans, cigarette butts, or other similar objects which if run over by a mower would cause an unsightly appearance of damage to the mower.
- 1.2.3 Pick up all litter from customer and employee parking lots, drive-thru, sidewalks surrounding the main building, and the walkway connecting the main building to the annex.

1.3 Mowing

- 1.3.1 Mow, edge and trim lawns, berms, easements and ditches as required maintaining well clipped appearance.
- 1.3.2 All general type of grasses (Bermuda, St. Augustine, etc.) shall be mowed with machinery equipped with sharp blades, at a height of 2 1/2 inches.
- 1.3.3 All lawn areas shall be edged on all sides of any paved areas, including walkways, drives, curbs and parking areas.
- 1.3.4 Trim fringe left by mowers around buildings, fences, flower beds, trees, sprinkler heads, etc.

1.4 Pruning:

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

EXHIBIT "B"

**PART II
SCOPE OF WORK /SPECIFIC TO LOCATIONS**

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

1.5 Mulch Work:

- 1.5.1 Contractor is to furnish and apply as specified a 100% shredded hardwood mulch as required in the Work Schedule. Contractor shall obtain the prior approval of acceptability of the product in advance of application.
- 1.5.2 Hardwood mulch is to be applied to all existing beds and trees. A covering of three (3) inches is to be maintained in these beds. Contractor will not be required to put in new beds established after initiation of this contract.

1.6 Walkway Cleaning:

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

1.7 Clean Up:

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

EXHIBIT "B"

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

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

EXHIBIT "B"

WORK SCHEDULE AND FREQUENCIES FOR GROUNDS MAINTENANCE SERVICES FOR UTILITY CUSTOMER SERVICE AT 4215 LEELEND STREET:

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

EXHIBIT "B"

SCOPE OF WORK /SPECIFIC TO LOCATIONS

PART II

Houston Transtar 6922 Old Katy Road

2.0 Litter Pick-Up:

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

2.2 Mow, Edge, Trim, Rake and Sweep:

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

2.3 Weed Removal:

2.3.1 All weeds shall be removed from shrub and flowerbeds. Weeds shall be pulled or herbicide applied, when necessary.

2.4 Clean-Up:

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

2.5 Mulching:

2.5.1 Contractor shall furnish and apply, as specified, a 100% shredded hardwood mulch as required in the Work Schedule. Contractor shall obtain prior approval of the product in advance of application. Contractor shall apply hardwood mulch to all existing beds and trees. A covering of three (3) inches shall be maintained in beds. Mulching will be reduced to the following months, unless otherwise directed by the Facility Manager, February, May and September.

2.6 Pruning:

2.6.1 All trees, bushes, and shrubs up to eight (8) feet in height shall be pruned, trimmed and shaped by the Contractor, to maintain a well-groomed appearance. Such pruning, etc. also serves to prevent obstruction of parking, walking areas and, etc. Pruning will be reduced to the following months, unless otherwise directed by the Facility Manager, February, May, and September.

2.7 Chemical Application:

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

EXHIBIT "B"

SCOPE OF WORK /SPECIFIC TO LOCATIONS

PART II

Houston Transtar 6922 Old Katy Road (Continued):

2.8 Plants Trees and Shrubs:

- 2.8.1 Contractor shall remove all dead plants, shrubs and trees, and shall replace with similar or exact plants, shrubs or trees, as directed by the Facility Manager. Contractor shall supply and plant annuals and or perennials every March, June, September, and December in the two (2) front flower beds on both sides of the walkways, at the south entrance of the facility. Each bed measures 5" x 11". A minimum of 55 plants shall be planted in each of the two (2) beds. Pot size shall be 4", plant height shall be 4-8" with a spread of 3-5". The varieties and colors of the annuals and or perennials.
- 2.8.2 Shall be approved by the Facility Manager prior to being planted by the Contractor.
- 2.8.3 Trees and shrubs may be planted throughout the term of this contract. Shrub types and sizes may include azaleas (5 gallon), hawthorne (7 and 15 gallon), giant lirioppe (5 gallon) and small lirioppe (1 gallon), juniper (5 gallon) and lilies (1 gallon). Tree types and sizes shall include water oak (15 ft), redbud (12 ft.), crepe myrtle (12 ft.), river birch (15 ft.), pin oak (15 ft.) and birch (15 ft.).

2.9 Work Schedule:

- 2.9.1 Contractor shall adhere to the Work Schedule. All work performed by the Contractor shall be done between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding City Holidays, unless otherwise directed by the Facility Manager. When services are required four (4) times a month; services will be performed approximately seven (7) days apart. When services are required two (2) times a month; services will be performed approximately 14 days apart. When services are required one (1) time a month; services will be performed during the middle of the month.

2.10 Watering and Irrigation:

- 2.10.1 All lawn areas, trees, shrubs and beds located at Houston Transtar 6922 Old Katy Road site must be thoroughly and sufficiently watered. The contractor may use the irrigation/sprinkler at the site. Should the system fail at any time during the dry, hot periods, the contractor shall provide water hoses of sufficient capabilities to hand water as needed to prevent areas from drying out. The contractor will have access to water connections during planting periods; however, the contractor shall provide hoses needed to aid in the planting process. The department will provide the water.

WORK SCHEDULE AND FREQUENCIES FOR GROUND MAINTENANCE FOR HOUSTON TRANSTAR at 6922 Katy Rd.:

Service Require per Year	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
Full Services on Grounds Maintenance and Lawncare - (as detailed in Section "B" – Part I - General Scope/Specifications) Item 29	1	1	3	4	4	4	4	4	4	4	2	2	37
Pruning	0	1	0	0	1	0	0	0	1	0	0	0	3
Mulch	0	1	0	0	1	0	0	0	1	0	0	0	3
Fertilize Grass, Beds, Trees and Shrubs	0	0	0	1	0	0	0	0	0	0	0	0	1
Disease Control	0	0	0	1	0	0	0	0	0	0	0	0	1
Insect Control (Broadcast application)	0	0	0	1	0	0	0	0	0	0	0	0	1
Plant Seasonal Beds	0	0	1	0	0	1	0	0	0	0	0	1	3
Debris Removal and Disposal	1	1	3	4	4	4	4	4	4	4	2	2	37
Sprinkler System Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0

NOTE: All work shall be performed according to the Work Schedule unless otherwise directed in writing by TranStar's Facility Manager. Shrub and tree planting and removal shall be performed as directed in writing by TranStar's Facility Manager. Pest Control Treatment shall be performed a maximum of three (3) times per year as directed by the Facility Manager. Fungicides and herbicides shall be applied a maximum of eight (8) months per year as directed by the Facility Manager.

EXHIBIT "B"
SCOPE OF WORK /SPECIFIC TO LOCATIONS

PART II

E. B.Cape Training Center 4501 Leeland

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

3.2 Litter Pick-Up

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

3.3 Mow, Edge, Trim, Rake and Sweep

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

3.4 Weed Removal

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

3.5 Clean-Up

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

3.6 Mulching

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

3.7 Prune-Shrubs and Trees

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

3.8 Chemical Application

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

EXHIBIT "B"

SCOPE OF WORK /SPECIFICATIONS SPECIFIC TO LOCATIONS

PART II

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

3.9 Plants, Trees and Shrubs

- 3.9.1 Contractor shall remove all dead plants, shrubs and trees, and shall replace with similar or exact plants, shrubs or trees, as directed by the Facility Manager.
- 3.9.2 Contractor shall supply and plant annuals and or perennials every March, June, September, and December in the two (2) front flower beds on both sides of the walkways, at the south entrance of the facility. Each bed measures 5' x 11'. A minimum of 55 plants shall be planted in each of the two beds. Pot size shall be 4", plant height shall be 4-8" with a spread of 3-5".
- 3.9.3 The varieties and colors of the annuals and or perennials shall be approved by the Facility Manager prior to be being planted by the Contractor.
- 3.9.4 Trees and shrubs may be planted throughout the term of this contract. Shrub types and sizes may include azaleas (5 gallon), hawthorn (7 and 15 gallon), giant liriopse (5 gallon) and small liriopse (1 gallon), juniper (5 gallon) and lilies (1 gallon). Tree types and sizes shall include water oak (15 ft.), redbud (12 ft.) crepe myrtle (12 ft.), river birch (15 ft.), pin oak (15 ft.) and birch (15 ft.).

3.10 Work Schedule

- 3.10.1 Contractor shall adhere to the Work Schedule. All work performed by the Contractor shall be done between the hours of 8:00 a.m. and 5:00 p.m., on Monday's, excluding City holidays, unless otherwise directed by the Facility Manager.
- 3.10.2 When services are required four (4) times a month; services will be performed approximately seven (7) days apart. When services are required two (2) times a month; services will be performed approximately fourteen (14) days apart
- 3.10.3 When services are required one (1) time a month: services will be performed during the middle of the month.

3.11 Watering and Irrigation

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

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

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

EXHIBIT "B"

SCOPE OF WORK /SPECIFIC TO LOCATIONS

PART II

Public Utilities Department (Wastewater Operation) 10500 Bellaire

4.1 Mow, Edge, Trim Rake and Sweep

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

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

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

4.1.4 Walkways shall be swept after each mowing.

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

4.2 Weed Removal

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

4.3 Designated Landscaped Areas

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

4.4 Debris Pick-Up and Disposal

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

EXHIBIT "B"

SCOPE OF SERVICES

PART II

Public Utilities Department (Wastewater Operations) 10500 Bellaire (Continued)

5.1 Mulching

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

5.2 Pruning

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

5.3 Fertilization

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

5.4 Irrigation Sprinkler System Maintenance and Repair

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

5.5 Watering and Irrigation

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

5.6 Maintenance Schedule

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

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

EXHIBIT "B"

SCOPE OF SERVICES

PART II

Public Utilities Department (Wastewater Operations) 10500 Bellaire (Continued)

5.2 Maintenance Schedule

- 5.2.1 Contractor shall adhere to the Maintenance Schedule. All work performed by the Contractor shall be done between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding City holidays, unless otherwise directed by the City. Contractor shall complete services within one (1) day upon commencing services, unless an authorized written extension is granted by the by the City.
- 5.6.2 When services are required four (4) times a month; Contractor shall perform services approximately seven (7) days apart.
- 5.6.3 When services are required two (2) times a month; Contractor shall perform services approximately (14) days apart.
- 5.6.4 When services are required one (1) time a month; Contractor shall perform services during the middle of the month.
- 5.6.5 Contractor shall ensure that its employee's are familiar with the scope of work.

5.7 Chemical Application

- 5.7.1 All chemical applications shall be performed in accordance with the Work Schedule herein, unless otherwise directed by the Facility Manager. Contractor shall treat ant beds, dry and brown patches in lawn areas for pests and fungus. Fungicide for brown patch and herbicides for weed control will be applied as needed and directed by the Facility Manager with a maximum of eight (8) months of application. Ant treatment shall include broadcasting with "Award" in March, July and November for preventive and spot applications treatments as needed and directed by Facility Manager up to a 12-month application. Particular attention must be made to prevent chemicals from entering the pond.

5.8 Plants

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

5.9 Architectural Drawings:

- 5.9.1 10500 Bellaire architectural drawings that relate to the landscaping and irrigation can be downloaded by clicking: https://purchasing.houstontx.gov/Bid_Display.aspx?id=L23893

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

Service Require per Year	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
Full Services on Grounds Maintenance and Lawncare (as detailed in Section "B" Part I - General Scope/Specifications) Item 29	1	1	3	4	4	4	4	4	4	3	1	1	34
Prune		1											1
Mulch		1					1						2
Fertilize Grass, Beds, Trees and Shrubs			1									1	2
Disease Control				1									1
Insect Control (Broadcast application)				1									1
Plant Seasonal Beds													0
Sprinkler System Maintenance			1	1	1	1	1	1	1	1			8

EXHIBIT "C"
EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

EXHIBIT "D"
MWBE REQUIREMENTS

ATTACHMENT "C"
CITY OF HOUSTON CERTIFIED M/WBE SUBCONTRACT TERMS

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

1. S.R.B. LANDSCAPE (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. S.R.B. LANDSCAPE (M/WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As conclude by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – "the Act"). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute ahs 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 other wise required by the City's contract with American Arbitration Association on file in the Office of the City's Affirmative Action Division.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. In the event the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

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

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

EXHIBIT "E"
DRUG POLICY COMPLIANCE AGREEMENT

I, ROBERT B. BUCKNER PRESIDENT as an owner or officer of
(Name) (Print/Type) (Title)
ASSOCIATED LANDSCAPE SERVICES, L.C. (Contractor)
(Name of Company)

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

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

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

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

Date 5.31.11

Contractor Name ASSOCIATED LANDSCAPE SERVICES L.C.

Signature Robert B. Buckner

Title PRESIDENT

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

I, ROBERT B. BUCKNER PRESIDENT
(Name)(Print/Type) (Title)

as an owner or officer of ASSOCIATED LANDSCAPE SERVICES, L.C. (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.

5.31.11
Date

ASSOCIATED LANDSCAPE SERVICES, L.C.
Contractor Name

Robert B. Buckner
Signature

PRESIDENT
Title

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

I, ROBERT B. BUCKNER
(NAME) (PRINT/TYPE)

as an owner or officer of ASSOCIATED LANDSCAPE SERVICES, L.C. (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.

5.31.11
DATE

ASSOCIATED LANDSCAPE SERVICES, L.C.
CONTRACTOR NAME

Robert B. Buckner
SIGNATURE

PRESIDENT
TITLE

EXHIBIT "G"
DRUG POLICY COMPLIANCE DECLARATION

I, ROBERT B. BUCKNER PRESIDENT as an owner or officer of
 (Name) (Print/Type) (Title)
ASSOCIATED LANDSCAPE SERVICES, L.C. (Contractor or Vendor)
 (Name of Company)

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

This reporting period covers the preceding 6 months from 12-1-10 to 5-31-11, 20 .

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

RB
 Initials Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31. Employees have been notified of such procedures.

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

RB
 Initials Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is - 0 - .

RB
 Initials From 12-1-10 to 5-31-11 the following test has occurred
 (Start date) (End date)

	Random	Reasonable Suspicion	Post Accident	Total
Number Employees Tested			- 0 -	- 0 -
Number Employees Positive			- 0 -	- 0 -
Percent Employees Positive			- 0 -	- 0 -

RB
 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.

RB
 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.

5.31.11
 (Date)

ROBERT B. BUCKNER
 (Typed or Printed Name)
Robert B. Buckner
 (Signature)
PRESIDENT
 (Title)

**EXHIBIT "H"
FEES AND COSTS**

Group 1 -Year 1 -Full Services for Ground Maintenance and Lawncare for Utility Customer Services, Located at 4200 Leeland Street, Inaccordance with Scope of Work/ Work Schedule and Frequencies as defined in Exhibit B.			
Item #		Unit of Measure	Unit Price
1	January	EA	\$62.50
2	February	EA	\$62.50
3	March	EA	\$62.50
4	April	EA	\$62.50
5	May	EA	\$62.50
6	June	EA	\$62.50
7	July	EA	\$62.50
8	August	EA	\$62.50
9	September	EA	\$62.50
10	October	EA	\$62.50
11	November	EA	\$62.50
12	December	EA	\$62.50

Group 2 -Year 1 -Pruning for Utility Customer Services, 4200 Leeland Street Inaccordance with Scope of Work/Specifications, Work Schedule and Frequencies as defined in Exhibit B.			
Item #	Description	Unit of Measure	Unit Price
1	January	EA	\$20.84
2	February	EA	\$20.84
3	March	EA	\$20.84
4	April	EA	\$20.84
5	May	EA	\$20.84
6	June	EA	\$20.84
7	July	EA	\$20.84
8	August	EA	\$20.84
9	September	EA	\$20.84
10	October	EA	\$20.84
11	November	EA	\$20.84
12	December	EA	\$20.84

Group 3- Year 1 -Mulching for Utility Customer Services, 4200 Leeland Street, Inaccordance with Scope of Work/Specifications, Work Schedule and Frequencies as defined in Exhibit B.			
Item #	Description	Unit of Measure	Unit Price
1	March	EA	\$600.00
2	September	EA	\$600.00

EXHIBIT "H"
FEES AND COSTS (CONTINUED)

Group 4 - Year 1 - Fertilize Grass, Beds, Trees and Shrubs, for 4200 Leeland Street, Utility Customer Services Inaccordance with Scope of Work/Specifications, Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	January: Trees Only	EA	\$56.25
2	March	EA	\$56.25
3	June	EA	\$56.25
4	September	EA	\$56.25

Group 5 - Year 1 - Disease Control for Utility Customer Services, 4200 Leeland Street Inaccordance with the Scope of Work/Specifications, Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	March	EA	\$25.00
2	June	EA	\$25.00
3	September	EA	\$25.00

Group 6 - Year 1 -Labor Rate for Additional Services, as Needed for Utility Customer Services, 4200 Leeland Item #			
	Description	Unit of Measure	Unit Price
1	Additional Services, as needed	HR	\$22.50

Group 7 - Year 1 Additional Materials as Needed at Actual Cost Plus Mark-Up Percentage (%) Estimated Amount \$1500.00 for Utility Customer Services, 4200 Leeland Item #		
	Description	% Discount/Markup
1	Additional Materials as needed at Actual Cost Plus Mark-Up Percentage	25.00

Group 8 - Year 1 -Full Services for Ground Maintenance and Lawncare for Utility Customer Services, Located at 4215 Leeland Street, inaccordance with the Scope of Work/Specifications, Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	January	EA	\$62.50
2	February	EA	\$62.50
3	March	EA	\$62.50
4	April	EA	\$62.50
5	May	EA	\$62.50
6	June	EA	\$62.50
7	July	EA	\$62.50
8	August	EA	\$62.50
9	September	EA	\$62.50
10	October	EA	\$62.50
11	November	EA	\$62.50
12	December	EA	\$62.50

EXHIBIT "H"
FEES AND COSTS (CONTINUED)

Group 9 - Year 1 -Pruning for Utility Customer Services, 4215 Leeland Street Inaccordance with the Scope of Work/Specifications, Work Schedule and Frequencies as defined in Exhibit B. Item #			
B. Item #	Description	Unit of Measure	Unit Price
1	January	EA	\$20.84
2	February	EA	\$20.84
3	March	EA	\$20.84
4	April	EA	\$20.84
5	May	EA	\$20.84
6	June	EA	\$20.84
7	July	EA	\$20.84
8	August	EA	\$20.84
9	September	EA	\$20.84
10	October	EA	\$20.84
11	November	EA	\$20.84
12	December	EA	\$20.84

Group 10 - Year 1 -Mulching for Utility Customer Services, 4215 Leeland Street, Inaccordance with the Scope of Work/Specifications, Work Schedule and Frequencies as defined in Exhibit B. Item #			
B. Item #	Description	Unit of Measure	Unit Price
1	March	EA	\$600.00
2	September	EA	\$600.00

Group 11 - Year 1 - Fertilize Grass, Beds, Trees and Shrubs, for Utility Customer Services, 4215 Leeland Street, Inaccordance with the Scope of Work/Specifications, Work Schedule and Frequencies as defined in Exhibit B. Item #			
B. Item #	Description	Unit of Measure	Unit Price
1	January: Trees Only	EA	\$56.25
2	March	EA	\$56.25
3	June	EA	\$56.25
4	September	EA	\$56.25

Group 12 - Year 1 - Disease Control for 4215 Leeland Street, Utility Customer Services Inaccordance with the Scope of Work/Specifications, Work Schedule and Frequencies as defined in Exhibit B.Item #			
B. Item #	Description	Unit of Measure	Unit Price
1	March	EA	\$25.00
2	June	EA	\$25.00
3	September	EA	\$25.00

Group 13 - Year 1 -Labor Rate for Additional Services, as Needed for Utility Customer Services, 4215 Leeland Item #			
B. Item #	Description	Unit of Measure	Unit Price
1	Additional Services, as needed	HR	\$22.50

EXHIBIT "H"
FEES AND COSTS (CONTINUED)

Group 14 - Year 1 Additional Materials as Needed at Actual Cost Plus Mark-Up Percentage (%) Estimated Amount \$1500.00 for Utility Customer Services, 4215 Leeland Item #

	Description	% Discount/Markup
1	Additional Materials as needed at Actual Cost Plus Mark-Up Percentage	25.00

Group 15 - Year 1 -Full Services for Ground Maintenance and Lawncare for Houston Transtar, Located at 6922 Katy Rd., inaccordance with Scope of Work/ Work Schedule and Frequencies as defined in Exhibit B. Item #

	Description	Unit of Measure	Unit Price
1	January	EA	\$213.50
2	February	EA	\$213.50
3	March	EA	\$213.51
4	April	EA	\$213.51
5	May	EA	\$213.51
6	June	EA	\$213.51
7	July	EA	\$213.52
8	August	EA	\$213.52
9	September	EA	\$213.52
10	October	EA	\$213.52
11	November	EA	\$213.51
12	December	EA	\$213.51

Group 16 - Year 1 -Pruning for Houston Transtar, Located at 6922 Katy Rd., inaccordance with Scope of Work/, Work Schedule and Frequencies as defined in Exhibit B. Item #

	Description	Unit of Measure	Unit Price
1	February	EA	\$45.00
2	May	EA	\$45.00
3	September	EA	\$45.00

Group 17 - Year 1 -Mulching for Houston Transtar, Located at 6922 Katy Rd., inaccordance with Scope of Work/, Work Schedule and Frequencies as defined in Exhibit B. Item #

	Description	Unit of Measure	Unit Price
1	February	EA	\$640.00
2	May	EA	\$640.00
3	September	EA	\$640.00

Group 18 - Year 1 - Fertilize Grass, Beds, Trees and Shrubs, for Houston Transtar, Located at 6922 Katy Rd., inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #

	Description	Unit of Measure	Unit Price
1	April	EA	\$560.00

Group 19 - Year 1 - Disease Control for Houston Transtar, Located at 6922 Katy Rd., inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #

	Description	Unit of Measure	Unit Price
1	April	EA	\$150.00

EXHIBIT "H"
FEES AND COSTS (CONTINUED)

Group 20 - Year 1 - Insect Control (Broadcast Application) for Houston Transtar, Located at 6922 Katy Rd., in accordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #

	Description	Unit of Measure	Unit Price
1	April	EA	\$300.00

Group 21 - Year 1 - Plant Annuals Perennials, for Houston Transtar, Located at 6922 Katy Rd., in accordance with Scope of Work/Specifications, Work Schedule and Frequencies as defined in Exhibit B. Item #

	Description	Unit of Measure	Unit Price
1	Small Bed: March	EA	\$198.00
2	Small Bed: June	EA	\$198.00
3	Small Bed: December	EA	\$198.00

Group 22 - Year 1 -Labor Rate for Additional Services, as Needed for Houston Transtar, 6922 Katy Rd. Item #

	Description	Unit of Measure	Unit Price
1	Additional Services, as needed	HR	\$22.50

Group 23 - Year 1 Additional Materials as Needed at Actual Cost Plus Mark-Up Percentage (%) Estimated Amount \$500.00- for Houston Transtar, 6922 Katy Rd. Item #

	Description	% Discount/Markup
1	Additional Materials as needed at Actual Cost Plus Mark-Up Percentage	25.00

Group 24 - Year 1 -Full Services for Ground Maintenance and Lawncare for E. B. Cape Training Center, 4501 Leeland in accordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #

	Description	Unit of Measure	Line Total
1	January	EA	\$493.18
2	February	EA	\$986.36
3	March	EA	\$986.36
4	April	EA	\$986.36
5	May	EA	\$986.36
6	June	EA	\$986.36
7	July	EA	\$986.36
8	August	EA	\$986.36
9	September	EA	\$986.36
10	October	EA	\$986.36
11	November	EA	\$986.36
12	December	EA	\$493.18

EXHIBIT "H"
FEES AND COSTS (CONTINUED)

Group 25 - Year 1 - Pruning for E. B. Cape Training Center, 4501 Leeland in accordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	January	EA	\$67.50
2	February	EA	\$67.50
3	March	EA	\$67.50
4	April	EA	\$67.50
5	May	EA	\$67.50
6	June	EA	\$67.50
7	July	EA	\$67.50
8	August	EA	\$67.50
9	September	EA	\$67.50
10	October	EA	\$67.50
11	November	EA	\$67.50
12	December	EA	\$67.50

Group 26 - Year 1 - Mulching for E. B. Cape Training Center, 4501 Leeland in accordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	March	EA	\$2400.00
2	June	EA	\$2400.00
3	September	EA	\$2400.00
4	November	EA	\$2400.00

Group 27 - Year 1 - Fertilize Grass, Beds, Trees and Shurbs for E. B. Cape Training Center, 4501 Leeland in accordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	March	EA	\$644.00
2	November	EA	\$644.00

Group 28 - Year 1 - Disease Control for, E. B. Cape Training Center, 4501 Leeland in accordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	March	EA	\$125.00
2	October	EA	\$125.00

Group 29 - Year 1 - Insect Control (Spot Application) - for E. B. Cape Training Center, 4501 Leeland In accordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	January	EA	\$10.00
2	February	EA	\$10.00
3	March	EA	\$10.00
4	April	EA	\$10.00
5	May	EA	\$10.00
6	June	EA	\$10.00
7	July	EA	\$10.00
8	August	EA	\$10.00
9	September	EA	\$10.00
10	October	EA	\$10.00
11	November	EA	\$10.00
12	December	EA	\$10.00

EXHIBIT "H"
FEES AND COSTS (CONTINUED)

Group 30 - Year 1 - Plant Annuals Perennials, for E. B. Cape Training Center, 4501 Leeland with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
B. Item #	Description	Unit of Measure	Unit Price
1	Large Bed: March	EA	\$198.00
2	Large Bed: June	EA	\$198.00
3	Large Bed: September	EA	\$198.00
4	Large Bed: December	EA	\$198.00

Group 31 - Year 1 -Labor Rate for Additional Services, as Needed for E. B. Cape Training Center, 4501 Leeland Item #			
B. Item #	Description	Unit of Measure	Unit Price
1	Additional Services, as needed	HR	\$22.50

Group 32 - Year 1 Additional Materials as Needed at Actual Cost Plus Mark-Up Percentage (%) Estimated Amount \$500.00- for E. B. Cape Training Center, 4501 Leeland Item #			
B. Item #	Description	% Discount/Markup	
1	Additional Materials as needed at Actual Cost Plus Mark-Up Percentage	25.00	

Group 33 - Year 1 -Full Services for Ground Maintenance and Lawncare for Public Utility Division (Wastewater Operation), 10500 Bellaire, Inaccordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
B. Item #	Description	Unit of Measure	Unit Price
1	January	EA	\$265.00
2	February	EA	\$265.00
3	March	EA	\$265.00
4	April	EA	\$265.00
5	May	EA	\$265.00
6	June	EA	\$265.00
7	July	EA	\$265.00
8	August	EA	\$265.00
9	September	EA	\$265.00
10	October	EA	\$265.00
11	November	EA	\$265.00
12	December	EA	\$265.00

Group 34 - Year 1 -Pruning for Public Utility Division (Wastewater Operation), 10500 Bellaire, Inaccordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
B. Item #	Description	Unit of Measure	Unit Price
1	February	MON	\$1000.00

EXHIBIT "H"
FEES AND COSTS (CONTINUED)

Group 35 - Year 1 - Mulching for Public Utility Division, (Wastewater Operation), 10500 Bellaire, Inaccordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #

	Description	Unit of Measure	Unit Price
1	February	MON	\$1920.00
2	July	MON	\$1920.00

Group 36 - Year 1 - Fertilize Grass, Beds, Trees and Shrubs, for Public Utility Division (Wastewater Operation), 10500 Bellaire, Inaccordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #

	Description	Unit of Measure	Unit Price
1	March	MON	\$420.00
2	September	MON	\$420.00

Group 37 - Year 1 - Disease Control for Public Utility Division (Wastewater Operation), 10500 Bellaire, Inaccordance with the Scope of Work/for Work Schedule and Frequencies as defined in Exhibit B. Item #

	Description	Unit of Measure	Unit Price
1	April	MON	\$375.00

Group 38 - Year 1 - Insect Control (Broadcast Application) -Inaccordance with the Scope of Services in Section B Public Utility Division (Wastewater Operation), 10500 Bellaire, Inaccordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #

	Description	Unit of Measure	Unit Price
1	April	MON	\$375.00

Group 39 - Year 1 -Labor Rate for Additional Services, as Needed for Public Work Utility Division (Wastewater Operation), 10500 Bellaire. Item #

	Description	Unit of Measure	Unit Price
1	Additional Services, as needed	HR	\$22.50

Group 40 - Year 1 Additional Materials as Needed at Actual Cost Plus Mark-Up Percentage (%) Estimated Amount \$5000.00- for Public Utility Division (Wastewater Operation), 10500 Bellaire, Item #

	Description	% Discount/Markup
1	Additional Materials as needed at Actual Cost Plus Mark-Up Percentage	25.00

Group 41 - Year 1 - Sprinkler System Maintenance for E. B. Cape Learning Center -Public Utility Division (Wastewater Operation), 10500 Bellaire inaccordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit "B". Item #

	Description	Unit of Measure	Unit Price
1	March	EA	\$88.50
2	April	EA	\$88.50
3	May	EA	\$88.50
4	June	EA	\$88.50
5	July	EA	\$88.50
6	August	EA	\$88.50
7	September	EA	\$88.50
8	November	EA	\$88.50

EXHIBIT "H"
FEES AND COSTS (CONTINUED)

Group 1 -Year 2 -Full Services for Ground Maintenance and Lawncare for Utility Customer Services, Located at 4200 Leeland Street, Inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	January	EA	\$63.44
2	February	EA	\$63.44
3	March	EA	\$63.44
4	April	EA	\$63.44
5	May	EA	\$63.44
6	June	EA	\$63.44
7	July	EA	\$63.44
8	August	EA	\$63.44
9	September	EA	\$63.44
10	October	EA	\$63.44
11	November	EA	\$63.44
12	December	EA	\$63.44

Group 2 -Year 2 -Pruning for Utility Customer Services, 4200 Leeland Street Inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	January	EA	\$21.15
2	February	EA	\$21.15
3	March	EA	\$21.15
4	April	EA	\$21.15
5	May	EA	\$21.15
6	June	EA	\$21.15
7	July	EA	\$21.15
8	August	EA	\$21.15
9	September	EA	\$21.15
10	October	EA	\$21.15
11	November	EA	\$21.15
12	December	EA	\$21.15

Group 3- Year 2 -Mulching for Utility Customer Services, 4200 Leeland Street, Inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	March	EA	\$609.00
2	September	EA	\$609.00

Group 4 - Year 2 - Fertilize Grass, Beds, Trees and Shrubs, for 4200 Leeland Street, Utility Customer Services Inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	January: Trees Only	EA	\$57.09
2	March	EA	\$57.09
3	June	EA	\$57.09
4	September	EA	\$57.09

EXHIBIT "H"
FEES AND COSTS (CONTINUED)

Group 5 - Year 2 - Disease Control for Utility Customer Services, 4200 Leeland Street Inaccordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
B. Item #	Description	Unit of Measure	Unit Price
1	March	EA	\$25.38
2	June	EA	\$25.38
3	September	EA	\$25.38

Group 6 - Year 2 -Labor Rate for Additional Services, as Needed for Utility Customer Services, 4200 Leeland Item #			
B. Item #	Description	Unit of Measure	Unit Price
1	Additional Services, as needed	HR	\$22.84

Group 7 - Year 2 Additional Materials as Needed at Actual Cost Plus Mark-Up Percentage (%) Estimated Amount \$1500.00 for Utility Customer Services, 4200 Leeland Item #			
B. Item #	Description	% Discount/Markup	
1	Additional Materials as needed at Actual Cost Plus Mark-Up Percentage	25.00	

Group 8 - Year 2 -Full Services for Ground Maintenance and Lawncare for Utility Customer Services, Located at 4215 Leeland Street, inaccordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
B. Item #	Description	Unit of Measure	Unit Price
1	January	EA	\$63.44
2	February	EA	\$63.44
3	March	EA	\$63.44
4	April	EA	\$63.44
5	May	EA	\$63.44
6	June	EA	\$63.44
7	July	EA	\$63.44
8	August	EA	\$63.44
9	September	EA	\$63.44
10	October	EA	\$63.44
11	November	EA	\$63.44
12	December	EA	\$63.44

Group 9 - Year 2 -Pruning for Utility Customer Services, 4215 Leeland Street Inaccordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
B. Item #	Description	Unit of Measure	Unit Price
1	January	EA	\$21.15
2	February	EA	\$21.15
3	March	EA	\$21.15
4	April	EA	\$21.15
5	May	EA	\$21.15
6	June	EA	\$21.15
7	July	EA	\$21.15
8	August	EA	\$21.15
9	September	EA	\$21.15
10	October	EA	\$21.15
11	November	EA	\$21.15
12	December	EA	\$21.15

EXHIBIT "H"
FEES AND COSTS (CONTINUED)

Group 10 - Year 2 -Mulching for Utility Customer Services, 4215 Leeland Street, Inaccordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #

	Description	Unit of Measure	Unit Price
1	March	EA	\$609.00
2	September	EA	\$609.00

Group 11 - Year 2 - Fertilize Grass, Beds, Trees and Shrubs, for Utility Customer Services, 4215 Leeland Street, Inaccordance with the Scope of Work/Work Schedule and Frequencies as defined in Section B. Item #

	Description	Unit of Measure	Unit Price
1	January: Trees Only	EA	\$57.09
2	March	EA	\$57.09
3	June	EA	\$57.09
4	September	EA	\$57.09

Group 12 - Year 2 - Disease Control for 4215 Leeland Street, Utility Customer Services Inaccordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #

	Description	Unit of Measure	Unit Price
1	March	EA	\$25.38
2	June	EA	\$25.38
3	September	EA	\$25.38

Group 13 - Year 2 -Labor Rate for Additional Services, as Needed for Utility Customer Services, 4215 Leeland Item #

	Description	Unit of Measure	Unit Price
1	Additional Services, as needed	HR	\$22.84

Group 14 - Year 2 Additional Materials as Needed at Actual Cost Plus Mark-Up Percentage (%) Estimated Amount \$1500.00 for Utility Customer Services, 4215 Leeland Item #

	Description	% Discount/Markup
1	Additional Materials as needed at Actual Cost Plus Mark-Up Percentage	25.00

Group 15 - Year 2 -Full Services for Ground Maintenance and Lawncare for Houston Transtar, Located at 6922 Katy Rd., inaccordance with Scope of Work/Specifications, Work Schedule and Frequencies as defined in Exhibit B. Item #

	Description	Unit of Measure	Unit Price
1	January	EA	\$216.71
2	February	EA	\$216.71
3	March	EA	\$216.71
4	April	EA	\$216.71
5	May	EA	\$216.71
6	June	EA	\$216.71
7	July	EA	\$216.71
8	August	EA	\$216.71
9	September	EA	\$216.71
10	October	EA	\$216.71
11	November	EA	\$216.71
12	December	EA	\$216.71

EXHIBIT "H"
FEES AND COSTS (CONTINUED)

Group 16 - Year 2 -Pruning for Houston Transtar, Located at 6922 Katy Rd., inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	February	EA	\$45.68
2	May	EA	\$45.68
3	September	EA	\$45.68

Group 17 - Year 2 -Mulching for Houston Transtar, Located at 6922 Katy Rd., inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	February	EA	\$649.60
2	May	EA	\$649.60
3	September	EA	\$649.60

Group 18 - Year 2 - Fertilize Grass, Beds, Trees and Shrubs, for Houston Transtar, Located at 6922 Katy Rd., inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	April	EA	\$284.20

Group 19 - Year 2 - Disease Control for Houston Transtar, Located at 6922 Katy Rd., inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	April	EA	\$152.25

Group 20 - Year 2 - Insect Control (Broadcast Application) for Houston Transtar, Located at 6922 Katy Rd., inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	April	EA	\$304.50

Group 21 - Year 2 - Plant Annuals Perennials, for Houston Transtar, Located at 6922 Katy Rd., inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	Small Bed: March	EA	\$200.97
2	Small Bed: June	EA	\$200.97
3	Small Bed: December	EA	\$200.97

Group 22 - Year 2 -Labor Rate for Additional Services, as Needed for Houston Transtar, 6922 Katy Rd. Item #			
	Description	Unit of Measure	Unit Price
1	Additional Services, as needed	HR	\$22.84

Group 23 - Year 2 Additional Materials as Needed at Actual Cost Plus Mark-Up Percentage (%) Estimated Amount \$500.00- for Houston Transtar, 6922 Katy Rd. Item #			
	Description	% Discount/Markup	
1	Additional Materials as needed at Actual Cost Plus Mark-Up Percentage	25.00	

EXHIBIT "H"
FEES AND COSTS (CONTINUED)

Group 24 - Year 2 -Full Services for Ground Maintenance and Lawncare for E. B. Cape Training Center, 4501 Leeland inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	January	EA	\$250.29
2	February	EA	\$250.29
3	March	EA	\$250.29
4	April	EA	\$250.29
5	May	EA	\$250.29
6	June	EA	\$250.29
7	July	EA	\$250.29
8	August	EA	\$250.29
9	September	EA	\$250.29
10	October	EA	\$250.29
11	November	EA	\$250.29
12	December	EA	\$250.29

Group 25 - Year 2 -Pruning for E. B. Cape Training Center, 4501 Leeland inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	January	EA	\$68.51
2	February	EA	\$68.51
3	March	EA	\$68.51
4	April	EA	\$68.51
5	May	EA	\$68.51
6	June	EA	\$68.51
7	July	EA	\$68.51
8	August	EA	\$68.51
9	September	EA	\$68.51
10	October	EA	\$68.51
11	November	EA	\$68.51
12	December	EA	\$68.51

Group 26 - Year 2 -Mulching for E. B. Cape Training Center, 4501 Leeland inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	March	EA	\$2436.00
2	June	EA	\$2436.00
3	September	EA	\$2436.00
4	November	EA	\$2436.00

Group 27 - Year 2 - Fertilize Grass, Beds, Trees and Shurbs for E. B. Cape Training Center, 4501 Leeland inaccordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	March	EA	\$653.66
2	November	EA	\$653.66

Group 28 - Year 2 - Disease Control for, E. B. Cape Training Center, 4501 Leeland inaccordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	March	EA	\$253.75
2	October	EA	\$253.75

**EXHIBIT "H"
FEES AND COSTS (CONTINUED)**

Group 29 - Year 2 - Insect Control (Spot Application) - for E. B. Cape Training Center, 4501 Leeland Inaccordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	January	EA	\$10.15
2	February	EA	\$10.15
3	March	EA	\$10.15
4	April	EA	\$10.15
5	May	EA	\$10.15
6	June	EA	\$10.15
7	July	EA	\$10.15
8	August	EA	\$10.15
9	September	EA	\$10.15
10	October	EA	\$10.15
11	November	EA	\$10.15
12	December	EA	\$10.15

Group 30 - Year 2 - Plant Annuals Perennials, for E. B. Cape Training Center, 4501 Leeland Inaccordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	Large Bed: March	EA	\$200.97
2	Large Bed: June	EA	\$200.97
3	Large Bed: September	EA	\$200.97
4	Large Bed: December	EA	\$200.97

Group 31 - Year 2 - Labor Rate for Additional Services, as Needed for E. B. Cape Training Center, 4501 Leeland Item #			
	Description	Unit of Measure	Unit Price
1	Additional Services, as needed	HR	\$22.84

Group 32 - Year 2 Additional Materials as Needed at Actual Cost Plus Mark-Up Percentage (%) Estimated Amount \$500.00- for E. B. Cape Training Center, 4501 Leeland Item #			
	Description		% Discount/Markup
1	Additional Materials as needed at Actual Cost Plus Mark-Up Percentage		25.00

Group 33 - Year 2 Full Services for Ground Maintenance and Lawncare for Public Utility Division (Wastewater Operation), 10500 Bellaire, Inaccordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	January	EA	\$268.98
2	February	EA	\$268.98
3	March	EA	\$268.98
4	April	EA	\$268.98
5	May	EA	\$268.98
6	June	EA	\$268.98
7	July	EA	\$268.98
8	August	EA	\$268.98
9	September	EA	\$268.98
10	October	EA	\$268.98
11	November	EA	\$268.98
12	December	EA	\$268.98

EXHIBIT "H"
FEES AND COSTS (CONTINUED)

Group 34 - Year 2 - Pruning for Public Utility Division (Wastewater Operation), 10500 Bellaire, Inaccordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	February	MON	\$1015.00
Group 35 - Year 2 - Mulching for Public Utility Division (Wastewater Operation), 10500 Bellaire, Inaccordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	February	MON	\$1948.80
2	July	MON	\$1948.80
Group 36 - Year 2 - Fertilize Grass, Beds, Trees and Shrubs, for Public Utility Division (Wastewater Operation), 10500 Bellaire, Inaccordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	March	MON	\$426.30
2	September	MON	\$426.30
Group 37 - Year 2 - Disease Control for Public Utility Division (Wastewater Operation), 10500 Bellaire, Inaccordance with the Scope of Work/for Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	April	MON	\$380.63
Group 38 - Year 2 - Insect Control (Broadcast Application) -Inaccordance with the Scope of Services in Section B Public Utility Division (Wastewater Operation), 10500 Bellaire, Inaccordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	April	MON	\$380.63
Group 39 - Year 2 -Labor Rate for Additional Services, as Needed for Public Work Utility Division (Wastewater Operation), 10500 Bellaire. Item #			
	Description	Unit of Measure	Unit Price
1	Additional Services, as needed	HR	\$22.84
Group 40 - Year 2 Additional Materials as Needed at Actual Cost Plus Mark-Up Percentage (%) Estimated Amount \$5000.00- for Public Utility Division (Wastewater Operation), 10500 Bellaire, Item #			
	Description	% Discount/Markup	
1	Additional Materials as needed at Actual Cost Plus Mark-Up Percentage	25.00	
Group 41 - Year 2 - Sprinkler System Maintenance for E. B. Cape Learning Center -Public Utility Division (Wastewater Operation), 10500 Bellaire inaccordance with the Scope of Work/Work Schedule and Frequencies as defined in Section "B". Item #			
	Description	Unit of Measure	Unit Price
1	March	EA	\$89.83
2	April	EA	\$89.83
3	May	EA	\$89.83
4	June	EA	\$89.83
5	July	EA	\$89.83
6	August	EA	\$89.83
7	September	EA	\$89.83
8	November	EA	\$89.83

**EXHIBIT "H"
FEES AND COSTS (CONTINUED)**

Group 1 - Year 3 - Full Services for Ground Maintenance and Lawncare for Utility Customer Services, Located at 4200 Leeland Street, Inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	January	EA	\$64.39
2	February	EA	\$64.39
3	March	EA	\$64.39
4	April	EA	\$64.39
5	May	EA	\$64.39
6	June	EA	\$64.39
7	July	EA	\$64.39
8	August	EA	\$64.39
9	September	EA	\$64.39
10	October	EA	\$64.39
11	November	EA	\$64.39
12	December	EA	\$64.39

Group 2 - Year 3 - Pruning for Utility Customer Services, 4200 Leeland Street Inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	January	EA	\$21.47
2	February	EA	\$21.47
3	March	EA	\$21.47
4	April	EA	\$21.47
5	May	EA	\$21.47
6	June	EA	\$21.47
7	July	EA	\$21.47
8	August	EA	\$21.47
9	September	EA	\$21.47
10	October	EA	\$21.47
11	November	EA	\$21.47
12	December	EA	\$21.47

Group 3 - Year 3 - Mulching for Utility Customer Services, 4200 Leeland Street, Inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	March	EA	\$618.14
2	September	EA	\$618.14

Group 4 - Year 3 - Fertilize Grass, Beds, Trees and Shrubs, for 4200 Leeland Street, Utility Customer Services Inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Line Total
1	January: Trees Only	EA	\$57.95
2	March	EA	\$57.95
3	June	EA	\$57.95
4	September	EA	\$57.95

EXHIBIT "H"
FEES AND COSTS (CONTINUED)

Group 5 - Year 3 - Disease Control for Utility Customer Services, 4200 Leeland Street Inaccordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
B. Item #	Description	Unit of Measure	Unit Price
1	March	EA	\$25.76
2	June	EA	\$25.76
3	September	EA	\$25.76

Group 6 - Year 3 -Labor Rate for Additional Services, as Needed for Utility Customer Services, 4200 Leeland Item #			
	Description	Unit of Measure	Unit Price
1	Additional Services, as needed	HR	\$23.18

Group 7 - Year 3 Additional Materials as Needed at Actual Cost Plus Mark-Up Percentage (%) Estimated Amount \$1500.00 for Utility Customer Services, 4200 Leeland Item #			
	Description	%	Discount/Markup
1	Additional Materials as needed at Actual Cost Plus Mark-Up Percentage	25.00	

Group 8 - Year 3 -Full Services for Ground Maintenance and Lawncare for Utility Customer Services, Located at 4215 Leeland Street, inaccordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Line Total
1	January	EA	\$128.78
2	February	EA	\$128.78
3	March	EA	\$128.78
4	April	EA	\$193.17
5	May	EA	\$257.56
6	June	EA	\$257.56
7	July	EA	\$257.56
8	August	EA	\$257.56
9	September	EA	\$257.56
10	October	EA	\$193.17
11	November	EA	\$128.78
12	December	EA	\$128.78

Group 9 - Year 3 -Pruning for Utility Customer Services, 4215 Leeland Street Inaccordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	January	EA	\$21.47
2	February	EA	\$21.47
3	March	EA	\$21.47
4	April	EA	\$21.47
5	May	EA	\$21.47
6	June	EA	\$21.47
7	July	EA	\$21.47
8	August	EA	\$21.47
9	September	EA	\$21.47
10	October	EA	\$21.47
11	November	EA	\$21.47
12	December	EA	\$21.47

**EXHIBIT "H"
FEES AND COSTS (CONTINUED)**

Group 10 - Year 3 - Mulching for Utility Customer Services, 4215 Leeland Street, Inaccordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #

	Description	Unit of Measure	Unit Price
1	March	EA	\$618.14
2	September	EA	\$618.14

Group 11 - Year 3 - Fertilize Grass, Beds, Trees and Shrubs, for Utility Customer Services, 4215 Leeland Street, Inaccordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #

	Description	Unit of Measure	Unit Price
1	January: Trees Only	EA	\$57.95
2	March	EA	\$57.95
3	June	EA	\$57.95
4	September	EA	\$57.95

Group 12 - Year 3 - Disease Control for 4215 Leeland Street, Utility Customer Services Inaccordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #

	Description	Unit of Measure	Line Total
1	March	EA	\$25.76
2	June	EA	\$25.76
3	September	EA	\$25.76

Group 13 - Year 3 - Labor Rate for Additional Services, as Needed for Utility Customer Services, 4215 Leeland Item #

	Description	Unit of Measure	Unit Price
1	Additional Services, as needed	HR	\$23.18

Group 14 - Year 3 Additional Materials as Needed at Actual Cost Plus Mark-Up Percentage (%) Estimated Amount \$1500.00 for Utility Customer Services, 4215 Leeland Item #

	Description	% Discount/Markup
1	Additional Materials as needed at Actual Cost Plus Mark-Up Percentage	25.00

Group 15 - Year 3 - Full Services for Ground Maintenance and Lawncare for Houston Transtar, Located at 6922 Katy Rd., inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #

	Description	Unit of Measure	Unit Price
1	January	EA	\$219.96
2	February	EA	\$219.96
3	March	EA	\$219.96
4	April	EA	\$219.96
5	May	EA	\$219.96
6	June	EA	\$219.96
7	July	EA	\$219.96
8	August	EA	\$219.96
9	September	EA	\$219.96
10	October	EA	\$219.96
11	November	EA	\$219.96
12	December	EA	\$219.96

EXHIBIT "H"
FEES AND COSTS (CONTINUED)

Group 16 - Year 3 - Pruning for Houston Transtar, Located at 6922 Katy Rd., in accordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	February	EA	\$46.37
2	May	EA	\$46.37
3	September	EA	\$46.37

Group 17 - Year 3 - Mulching for Houston Transtar, Located at 6922 Katy Rd., in accordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	February	EA	\$659.34
2	May	EA	\$659.34
3	September	EA	\$659.34

Group 18 - Year 3 - Fertilize Grass, Beds, Trees and Shrubs, for Houston Transtar, Located at 6922 Katy Rd., in accordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	April	EA	\$288.46

Group 19 - Year 3 - Disease Control for Houston Transtar, Located at 6922 Katy Rd., in accordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	April	EA	\$154.53

Group 20 - Year 3 - Insect Control (Broadcast Application) for Houston Transtar, Located at 6922 Katy Rd., in accordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	April	EA	\$309.07

Group 21 - Year 3 - Plant Annuals Perennials, for Houston Transtar, Located at 6922 Katy Rd., in accordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	Small Bed: March	EA	\$203.98
2	Small Bed: June	EA	\$203.98
3	Small Bed: December	EA	\$203.98

Group 22 - Year 3 - Labor Rate for Additional Services, as Needed for Houston Transtar, 6922 Katy Rd. Item #			
	Description	Unit of Measure	Unit Price
1	Additional Services, as needed	HR	\$23.18

**EXHIBIT "H"
FEES AND COSTS (CONTINUED)**

Group 23 - Year 3 Additional Materials as Needed at Actual Cost Plus Mark-Up Percentage (%) Estimated Amount \$500.00- for Houston Transtar, 6922 Katy Rd. Item #		
	Description	% Discount/Markup
1	Additional Materials as needed at Actual Cost Plus Mark-Up Percentage	25.00

Group 24 - Year 3 -Full Services for Ground Maintenance and Lawncare for E. B. Cape Training Center, 4501 Leeland inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	January	EA	\$254.04
2	February	EA	\$254.04
3	March	EA	\$254.04
4	April	EA	\$254.04
5	May	EA	\$254.04
6	June	EA	\$254.04
7	July	EA	\$254.04
8	August	EA	\$254.04
9	September	EA	\$254.04
10	October	EA	\$254.04
11	November	EA	\$254.04
12	December	EA	\$0.00

Group 25 - Year -Pruning for E. B. Cape Training Center, 4501 Leeland inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	January	EA	\$69.54
2	February	EA	\$69.54
3	March	EA	\$69.54
4	April	EA	\$69.54
5	May	EA	\$69.54
6	June	EA	\$69.54
7	July	EA	\$69.54
8	August	EA	\$69.54
9	September	EA	\$69.54
10	October	EA	\$69.54
11	November	EA	\$69.54
12	December	EA	\$69.54

Group 26 - Year 3 -Mulching for E. B. Cape Training Center, 4501 Leeland inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	March	EA	\$2472.54
2	June	EA	\$2472.54
3	September	EA	\$2472.54
4	November	EA	\$2472.54

EXHIBIT "H"
FEES AND COSTS (CONTINUED)

Group 27 - Year 3 - Fertilize Grass, Beds, Trees and Shurbs for E. B. Cape Training Center, 4501 Leeland in accordance with the Scope of Work/ Work Schedule and Frequencies as defined in Exhibit B. Item #

	Description	Unit of Measure	Unit Price
1	March	EA	\$663.46
2	November	EA	\$663.46

Group 28 - Year 3 - Disease Control for, E. B. Cape Training Center, 4501 Leeland in accordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #

	Description	Unit of Measure	Unit Price
1	March	EA	\$257.56
2	October	EA	\$257.56

Group 29 - Year 3 - Insect Control (Spot Application) - for E. B. Cape Training Center, 4501 Leeland In accordance with the Scope of Work/ Work Schedule and Frequencies as defined in Exhibit B. Item #

	Description	Unit of Measure	Unit Price
1	January	EA	\$10.30
2	February	EA	\$10.30
3	March	EA	\$10.30
4	April	EA	\$10.30
5	May	EA	\$10.30
6	June	EA	\$10.30
7	July	EA	\$10.30
8	August	EA	\$10.30
9	September	EA	\$10.30
10	October	EA	\$10.30
11	November	EA	\$10.30
12	December	EA	\$10.30

Group 30 - Year 3 - Plant Annuals Perennials, for E. B. Cape Training Center, 4501 Leeland, In accordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #

	Description	Unit of Measure	Unit Price
1	Large Bed: March	EA	\$203.98
2	Large Bed: June	EA	\$203.98
3	Large Bed: September	EA	\$203.98
4	Large Bed: December	EA	\$203.98

Group 31 - Year 3 - Labor Rate for Additional Services, as Needed for E. B. Cape Training Center, 4501 Leeland Item #

	Unit of Measure	Unit Price	Line Total
1	HR	\$23.18	\$927.20

EXHIBIT "H"
FEES AND COSTS (CONTINUED)

Group 32 - Year 3 Additional Materials as Needed at Actual Cost Plus Mark-Up Percentage (%) Estimated Amount \$500.00- for E. B. Cape Training Center, 4501 Leeland Item #		Description	% Discount/Markup
1		Additional Materials as needed at Actual Cost Plus Mark-Up Percentage	25.00

Group 33 - Year 3 -Full Services for Ground Maintenance and Lawncare for Public Utility Division (Wastewater Operation), 10500 Bellaire, Inaccordance with Scope of Services in Section B and Work Schedule and Frequencies as defined in Exhibit "B1 and B5" Item #			
	Description	Unit of Measure	Unit Price
1	January	EA	\$273.01
2	February	EA	\$273.01
3	March	EA	\$273.01
4	April	EA	\$273.01
5	May	EA	\$273.01
6	June	EA	\$273.01
7	July	EA	\$273.01
8	August	EA	\$273.01
9	September	EA	\$273.01
10	October	EA	\$273.01
11	November	EA	\$273.01
12	December	EA	\$273.01

Group 34 - Year 3 -Pruning for Public Utility Division (Wastewater Operation), 10500 Bellaire, Inaccordance with the Scope of Services in Section B, and for Work Schedule and Frequencies as defined in Exhibit "B5". Item #			
	Description	Unit of Measure	Unit Price
1	February	MON	\$1030.23

Group 35 - Year 3 -Mulching for Public Utility Division (Wastewater Inaccordance with the Scope of Work/Specifications, Work Schedule and Frequencies as defined in Exhibit B Operation), 10500 Bellaire, Item #			
	Description	Unit of Measure	Unit Price
1	February	MON	\$1978.03
2	July	MON	\$1978.03

Group 36 - Year 3 - Fertilize Grass, Beds, Trees and Shrubs, for Public Utility Division (Wastewater Operation), 10500 Bellaire, Inaccordance with the Scope of Services in Section B and for Work Schedule and Frequencies as defined in Exhibit "B5" Item #			
	Description	Unit of Measure	Unit Price
1	March	MON	\$432.69
2	September	MON	\$432.69

Group 37 - Year 3 - Disease Control for Public Utility Division (Wastewater Operation), 10500 Bellaire, Inaccordance with the Scope of Work/for Work Schedule and Frequencies as defined in Exhibit B. Item #				
	Description	Unit of Measure	Quantity	Unit Price
1	April	MON	1	\$386.34

EXHIBIT "H"
FEES AND COSTS (CONTINUED)

Group 38 - Year 3 - Insect Control (Broadcast Application) -Inaccordance with the Scope of Services in Section B Public Utility Division (Wastewater Operation), 10500 Bellaire, and for Work Schedule and Frequencies as defined in Exhibit "B5" Item #

	Description	Unit of Measure	Unit Price
1	April	MON	\$386.34

Group 39 - Year 3 -Labor Rate for Additional Services, as Needed for Public Work Utility Division (Wastewater Operation), 10500 Bellaire. Item #

	Description	Unit of Measure	Unit Price
1	Additional Services, as needed	HR	\$23.18

Group 40 - Year 3 Additional Materials as Needed at Actual Cost Plus Mark-Up Percentage (%) Estimated Amount \$5000.00- for Public Utility Division (Wastewater Operation), 10500 Bellaire, Item #

	Description	% Discount/Markup
1	Additional Materials as needed at Actual Cost Plus Mark-Up Percentage	25.00

Group 41 - Year 3 - Sprinkler System Maintenance for E. B. Cape Learning Center -Public Utility Division (Wastewater Operation), 10500 Bellaire inaccordance with the Scope of Work/Specifications, Work Schedule and Frequencies as defined in Exhibit "B". Item #

	Description	Unit of Measure	Unit Price
1	March	EA	\$91.18
2	April	EA	\$91.18
3	May	EA	\$91.18
4	June	EA	\$91.18
5	July	EA	\$91.18
6	August	EA	\$91.18
7	September	EA	\$91.18
8	November	EA	\$91.18

Group 1 -Year 4 - Optione Year 1 - Full Services for Ground Maintenance and Lawncare for Utility Customer Services, Located at 4200 Leeland Street, Inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #

	Description	Unit of Measure	Unit Price
1	January	EA	\$65.36
2	February	EA	\$65.36
3	March	EA	\$65.36
4	April	EA	\$65.36
5	May	EA	\$65.36
6	June	EA	\$65.36
7	July	EA	\$65.36
8	August	EA	\$65.36
9	September	EA	\$65.36
10	October	EA	\$65.36
11	November	EA	\$65.36
12	December	EA	\$65.36

**EXHIBIT "H"
FEES AND COSTS (CONTINUED)**

Group 2 - Year 4 - Option Year 1 - Pruning for Utility Customer Services, 4200 Leeland Street Inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	January	EA	\$21.79
2	February	EA	\$21.79
3	March	EA	\$21.79
4	April	EA	\$21.79
5	May	EA	\$21.79
6	June	EA	\$21.79
7	July	EA	\$21.79
8	August	EA	\$21.79
9	September	EA	\$21.79
10	October	EA	\$21.79
11	November	EA	\$21.79
12	December	EA	\$21.79

Group 3- Year 4 - Option Year 1 - Mulching for Utility Customer Services, 4200 Leeland Street, Inaccordance with Scope of Work/Specifications, Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	March	EA	\$627.41
2	September	EA	\$627.41

Group 4 - Year 4 - Option Year 1 - Fertilize Grass, Beds, Trees and Shrubs, for 4200 Leeland Street, Utility Customer Services Inaccordance with Scope of Work/ Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	January: Trees Only	EA	\$58.82
2	March	EA	\$58.82
3	June	EA	\$58.82
4	September	EA	\$58.82

Group 5 - Year 4 - Option Year 1 - Disease Control for Utility Customer Services, 4200 Leeland Street Inaccordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	March	EA	\$26.15
2	June	EA	\$26.15
3	September	EA	\$26.15

Group 6 - Year 1 -Labor Rate for Additional Services, as Needed for Utility Customer Services, 4200 Leeland Item #			
	Description	Unit of Measure	Unit Price
1	Additional Services, as needed	HR	\$28.53

Group 7 - Year 4 - Option Year 1 - Additional Materials as Needed at Actual Cost Plus Mark-Up Percentage (%) Estimated Amount \$1500.00 for Utility Customer Services, 4200 Leeland Item #			
	Description	% Discount/Markup	
1	Additional Materials as needed at Actual Cost Plus Mark-Up Percentage	25.00	

EXHIBIT "H"
FEES AND COSTS (CONTINUED)

Group 8 - Year 4 - Option Year 1 - Full Services for Ground Maintenance and Lawncare for Utility Customer Services, Located at 4215 Leeland Street, in accordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	January	EA	\$65.36
2	February	EA	\$65.36
3	March	EA	\$65.36
4	April	EA	\$65.36
5	May	EA	\$65.36
6	June	EA	\$65.36
7	July	EA	\$65.36
8	August	EA	\$65.36
9	September	EA	\$65.36
10	October	EA	\$65.36
11	November	EA	\$65.36
12	December	EA	\$65.36

Group 9 - Year 4 - Option Year 1 - Pruning for Utility Customer Services, 4215 Leeland Street In accordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	January	EA	\$21.79
2	February	EA	\$21.79
3	March	EA	\$21.79
4	April	EA	\$21.79
5	May	EA	\$21.79
6	June	EA	\$21.79
7	July	EA	\$21.79
8	August	EA	\$21.79
9	September	EA	\$21.79
10	October	EA	\$21.79
11	November	EA	\$21.79
12	December	EA	\$21.79

Group 10 - Year 4 - Option Year 1 Mulching for Utility Customer Services, 4215 Leeland Street, In accordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	March	EA	\$627.41
2	September	EA	\$627.41

Group 11 - Year 4 - Option Year 1 - Fertilize Grass, Beds, Trees and Shrubs, for Utility Customer Services, 4215 Leeland Street, In accordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	January: Trees Only	EA	\$58.82
2	March	EA	\$58.82
3	June	EA	\$58.82
4	September	EA	\$58.82

EXHIBIT "H"
FEES AND COSTS (CONTINUED)

Group 12 - Year 4 - Option Year 1 - Disease Control for 4215 Leeland Street, Utility Customer Services Inaccordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	March	EA	\$26.15
2	June	EA	\$26.15
3	September	EA	\$26.15

Group 13 - Year 4 - Option Year 1 - Labor Rate for Additional Services, as Needed for Utility Customer Services, 4215 Leeland Item #			
	Description	Unit of Measure	Unit Price
1	Additional Services, as needed	HR	\$23.53

Group 14 - Year 4 - Optional Year 1 - Additional Materials as Needed at Actual Cost Plus Mark-Up Percentage (%) Estimated Amount \$1500.00 for Description Utility Customer Services, 4215 Leeland Item #			% Discount/Markup
1	Additional Materials as needed at Actual Cost Plus Mark-Up Percentage		25.00

Group 15 - Year 4 - Option Year 1 - Full Services for Ground Maintenance and Lawncare for Houston Transtar, Located at 6922 Katy Rd., inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	January	EA	\$223.26
2	February	EA	\$223.26
3	March	EA	\$223.26
4	April	EA	\$223.26
5	May	EA	\$223.26
6	June	EA	\$223.26
7	July	EA	\$223.26
8	August	EA	\$223.26
9	September	EA	\$223.26
10	October	EA	\$223.26
11	November	EA	\$223.26
12	December	EA	\$223.26

Group 16 - Year 4 - Option Year 1 - Pruning for Houston Transtar, Located at 6922 Katy Rd., inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	February	EA	\$47.07
2	May	EA	\$47.07
3	September	EA	\$47.07

Group 17 - Year 4 - Option Year 1 - Mulching for Houston Transtar, Located at 6922 Katy Rd., inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #						
	Description	Unit of Measure	Quantity	Unit Price	Line Total	
1	February	EA	1	\$669.23	\$669.23	
2	May	EA	1	\$669.23	\$669.23	
3	September	EA	1	\$669.23	\$669.23	

EXHIBIT "H"
FEES AND COSTS (CONTINUED)

Group 18 - Year 4 - Option Year 1 - Fertilize Grass, Beds, Trees and Shrubs, for Houston Transtar, Located at 6922 Katy Rd., inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #

	Description	Unit of Measure	Unit Price
1	April	EA	\$292.79

Group 19 - Year 4 - Option Year 1 - Disease Control for Houston Transtar, Located at 6922 Katy Rd., inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #

	Description	Unit of Measure	Unit Price
1	April	EA	\$156.85

Group 20 - Year 4 - Option Year 1 - Insect Control (Broadcast Application) for Houston Transtar, Located at 6922 Katy Rd., inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #

	Description	Unit of Measure	Unit Price
1	April	EA	\$313.71

Group 21 - Year 4 - Option Year 1 - Plant Annuals Perennials, for Houston Transtar, Located at 6922 Katy Rd., inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #

	Description	Unit of Measure	Unit Price
1	Small Bed: March	EA	\$207.04
2	Small Bed: June	EA	\$207.04
3	Small Bed: December	EA	\$207.04

Group 22 - Year 4 - Option Year 1 - Labor Rate for Additional Services, as Needed for Houston Transtar, 6922 Katy Rd. Item #

	Description	Unit of Measure	Unit Price
1	Additional Services, as needed	HR	\$23.53

Group 23 - Year 4 - Option Year 1 - Additional Materials as Needed at Actual Cost Plus Mark-Up Percentage (%) Estimated Amount \$500.00- for Houston Transtar, 6922 Katy Rd. Item #

	Description	% Discount/Markup
1	Additional Materials as needed at Actual Cost Plus Mark-Up Percentage	25.00

Group 24 - Year 4 - Option Year 1 - Full Services for Ground Maintenance and Lawncare for E. B. Cape Training Center, 4501 Leeland inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #

	Description	Unit of Measure	Unit Price
1	January	EA	\$257.85
2	February	EA	\$257.85
3	March	EA	\$257.85
4	April	EA	\$257.85
5	May	EA	\$257.85
6	June	EA	\$257.85
7	July	EA	\$257.85
8	August	EA	\$257.85
9	September	EA	\$257.85
10	October	EA	\$257.85
11	November	EA	\$257.85
12	December	EA	\$257.85

EXHIBIT "H"
FEES AND COSTS (CONTINUED)

Group 25 - Year 4 - Option Year 1 - Pruning for E. B. Cape Training Center, 4501 Leeland in accordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B.			
Item #	Description	Unit of Measure	Unit Price
1	January	EA	\$70.58
2	February	EA	\$70.58
3	March	EA	\$70.58
4	April	EA	\$70.58
5	May	EA	\$70.58
6	June	EA	\$70.58
7	July	EA	\$70.58
8	August	EA	\$70.58
9	September	EA	\$70.58
10	October	EA	\$70.58
11	November	EA	\$70.58
12	December	EA	\$70.58

Group 26 - Year 4 - Option Year 1 - Mulching for E. B. Cape Training Center, 4501 Leeland in accordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B.			
Item #	Description	Unit of Measure	Unit Price
1	March	EA	\$2509.63
2	June	EA	\$2509.63
3	September	EA	\$2509.63
4	November	EA	\$2509.63

Group 27 - Year 4 - Option Year 1 - Fertilize Grass, Beds, Trees and Shurbs for E. B. Cape Training Center, 4501 Leeland in accordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B.			
Item #	Description	Unit of Measure	Unit Price
1	March	EA	\$673.41
2	November	EA	\$673.41

Group 28 - Year 4 - Option Year 1 - Disease Control for, E. B. Cape Training Center, 4501 Leeland in accordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B.			
Item #	Description	Unit of Measure	Unit Price
1	March	EA	\$261.42
2	October	EA	\$261.42

Group 29 - Year 4 - Option Year 1 - Insect Control (Spot Application) - for E. B. Cape Training Center, 4501 Leeland In accordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B.			
Item #	Description	Unit of Measure	Unit Price
1	January	EA	\$10.45
2	February	EA	\$10.45
3	March	EA	\$10.45
4	April	EA	\$10.45
5	May	EA	\$10.45
6	June	EA	\$10.45
7	July	EA	\$10.45
8	August	EA	\$10.45
9	September	EA	\$10.45
10	October	EA	\$10.45
11	November	EA	\$10.45
12	December	EA	\$10.45

EXHIBIT "H"
FEES AND COSTS (CONTINUED)

Group 30 - Year 4 - Option Year 1 -Plant Annuals Perennials, for E. B. Cape Training Center, 4501 Leeland with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	Large Bed: March	EA	\$207.04
2	Large Bed: June	EA	\$207.04
3	Large Bed: September	EA	\$207.04
4	Large Bed: December	EA	\$207.04

Group 31 - Year 4 - Option Year 1 - Labor Rate for Additional Services, as Needed for E. B. Cape Training Center, 4501 Leeland Item #			
	Description	Unit of Measure	Unit Price
1	Additional Services, as needed	HR	\$23.53

Group 32 - Year 4 - Option Year 1 - Additional Materials as Needed at Actual Cost Plus Mark-Up Percentage (%) Estimated Amount \$500.00- for E. B. Cape Training Center, 4501 Leeland Item #			% Discount/Markup
	Description		
1	Additional Materials as needed at Actual Cost Plus Mark-Up Percentage		25.00

Group 33 - Year 4 - Option Year 1 - Full Services for Ground Maintenance and Lawncare for Public Utility Division (Wastewater Operation), 10500 Bellaire, Inaccordance with Scope of Services in Exhibit B and Work Schedule and Frequencies as defined in Exhibit "B1 and B5" Item #			
	Description	Unit of Measure	Unit Price
1	January	EA	\$277.11
2	February	EA	\$277.11
3	March	EA	\$277.11
4	April	EA	\$277.11
5	May	EA	\$277.11
6	June	EA	\$277.11
7	July	EA	\$277.11
8	August	EA	\$277.11
9	September	EA	\$277.11
10	October	EA	\$277.11
11	November	EA	\$277.11
12	December	EA	\$277.11

Group 34 - Year 4 - Option Year 1 - Pruning for Public Utility Division (Wastewater Operation), 10500 Bellaire, Inaccordance with the Scope of Services in Section B, and for Work Schedule and Frequencies as defined in Exhibit "B5". Item #			
	Description	Unit of Measure	Unit Price
1	February	MON	\$1045.68

Group 35 - Year 4 - Option Year 1 - Mulching for Public Utility Division (Wastewater Operation), 10500 Bellaire, Inaccordance with the Scope of Work/Specifications, Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	February	MON	\$2007.70
2	July	MON	\$2007.70

EXHIBIT "H"
FEES AND COSTS (CONTINUED)

Group 36 - Year 4 - Option Year 1 Fertilize Grass, Beds, Trees and Shrubs, for Public Utility Division (Wastewater Operation), 10500 Bellaire, Inaccordance with the Scope of Services in Section B and for Work Schedule and Frequencies as defined in Exhibit "B5" Item #

	Description	Unit of Measure	Unit Price
1	March	MON	\$439.18
2	September	MON	\$439.18

Group 37 - Year 4 - Option Year 1 - Disease Control for Public Utility Division (Wastewater Operation), 10500 Bellaire, Inaccordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #

	Description	Unit of Measure	Unit Price
1	April	MON	\$392.14

Group 38 - Year 4 - Option Year 1 - Insect Control (Broadcast Application) -Inaccordance with the Scope of Services in Section B Public Utility Division (Wastewater Operation), 10500 Bellaire, and for Work Schedule and Frequencies as defined in Exhibit "B5" Item #

	Description	Unit of Measure	Unit Price
1	April	MON	\$392.14

Group 39 - Year 4 - Option Year 1- Labor Rate for Additional Services, as Needed for Public Work Utility Division (Wastewater Operation), 10500 Bellaire. Item #

	Description	Unit of Measure	Unit Price
1	Additional Services, as needed	HR	\$23.53

Group 40 - Year 4 - Option Year 1 - Additional Materials as Needed at Actual Cost Plus Mark-Up Percentage (%) Estimated Amount \$5000.00- for Public Utility Division (Wastewater Operation), 10500 Bellaire. Item #

	Description	% Discount/Markup
1	Additional Materials as needed at Actual Cost Plus Mark-Up Percentage	25.00

Group 41 - Year 4 - Option Year 1 - Sprinkler System Maintenance for E. B. Cape Learning Center -Public Utility Division (Wastewater Operation), 10500 Bellaire inaccordance with the Scope of Work/Specifications, Work Schedule and Frequencies as defined in Section "B". Item #

	Description	Unit of Measure	Unit Price
1	March	EA	\$92.55
2	April	EA	\$92.55
3	May	EA	\$92.55
4	June	EA	\$92.55
5	July	EA	\$92.55
6	August	EA	\$92.55
7	September	EA	\$2.55
8	November	EA	\$92.55

EXHIBIT "H"
FEES AND COSTS (CONTINUED)

Group 1 - Year 5 - Option Year 2 - Full Services for Ground Maintenance and Lawncare for Utility Customer Services, Located at 4200 Leeland Street, Inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	January	EA	\$66.34
2	February	EA	\$66.34
3	March	EA	\$66.34
4	April	EA	\$66.34
5	May	EA	\$66.34
6	June	EA	\$66.34
7	July	EA	\$66.34
8	August	EA	\$66.34
9	September	EA	\$66.34
10	October	EA	\$66.34
11	November	EA	\$66.34
12	December	EA	\$66.34

Group 2 - Year 5 - Option Year 2 - Pruning for Utility Customer Services, 4200 Leeland Street Inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	January	EA	\$22.12
2	February	EA	\$22.12
3	March	EA	\$22.12
4	April	EA	\$22.12
5	May	EA	\$22.12
6	June	EA	\$22.12
7	July	EA	\$22.12
8	August	EA	\$22.12
9	September	EA	\$22.12
10	October	EA	\$22.12
11	November	EA	\$22.12
12	December	EA	\$22.12

Group 3- Year 5 - Option Year 2 - Mulching for Utility Customer Services, 4200 Leeland Street, Inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	March	EA	\$636.82
2	September	EA	\$636.82

Group 4 - Year 5 - Option Year 2 - Fertilize Grass, Beds, Trees and Shrubs, for 4200 Leeland Street, Utility Customer Services Inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	January: Trees Only	EA	\$59.70
2	March	EA	\$59.70
3	June	EA	\$59.70
4	September	EA	\$59.70

EXHIBIT "H"
FEES AND COSTS (CONTINUED)

Group 5 - Year 5 - Option Year 2 - Disease Control for Utility Customer Services, 4200 Leeland Street Inaccordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit BItem #

	Description	Unit of Measure	Unit Price
1	March	EA	\$26.54
2	June	EA	\$26.54
3	September	EA	\$26.54

Group 6 - Year 5 - Option Year 2 - Labor Rate for Additional Services, as Needed for Utility Customer Services, 4200 Leeland Item #

	Description	Unit of Measure	Unit Price
1	Additional Services, as needed	HR	\$23.88

Group 7 - Year 5 - Option Year 2 - Additional Materials as Needed at Actual Cost Plus Mark-Up Percentage (%) Estimated Amount \$1500.00 for Utility Customer Services, 4200 Leeland Item #

	Description	% Discount/Markup
1	Additional Materials as needed at Actual Cost Plus Mark-Up Percentage	25.00

Group 8 - Year 5 - Option Year 2- Full Services for Ground Maintenance and Lawncare for Utility Customer Services, Located at 4215 Leeland Street, inaccordance with the Scope of Work/Specifications, Work Schedule and Frequencies as defined in iExhibit B. Item #

	Description	Unit of Measure	Unit Price
1	January	EA	\$66.34
2	February	EA	\$66.34
3	March	EA	\$66.34
4	April	EA	\$66.34
5	May	EA	\$66.34
6	June	EA	\$66.34
7	July	EA	\$66.34
8	August	EA	\$66.34
9	September	EA	\$66.34
10	October	EA	\$66.34
11	November	EA	\$66.34
12	December	EA	\$66.34

Group 9 - Year 5 - Option Year 2 - Pruning for Utility Customer Services, 4215 Leeland Street Inaccordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #

	Description	Unit of Measure	Unit Price
1	January	EA	\$22.12
2	February	EA	\$22.12
3	March	EA	\$22.12
4	April	EA	\$22.12
5	May	EA	\$22.12
6	June	EA	\$22.12
7	July	EA	\$22.12
8	August	EA	\$22.12
9	September	EA	\$22.12
10	October	EA	\$22.12
11	November	EA	\$22.12
12	December	EA	\$22.12

EXHIBIT "H"
FEES AND COSTS (CONTINUED)

Group 10 - Year 5 - Option Year 2 - Mulching for Utility Customer Services, 4215 Leeland Street, Inaccordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #

	Description	Unit of Measure	Unit Price
1	March	EA	\$636.82
2	September	EA	\$636.82

Group 11 - Year 5 - Option Year 2 - Fertilize Grass, Beds, Trees and Shrubs, for Utility Customer Services, 4215 Leeland Street, Inaccordance with the Scope of Work/Specifications, Work Schedule and Frequencies as defined in Exhibit B. Item #

	Description	Unit of Measure	Unit Price
1	January: Trees Only	EA	\$59.70
2	March	EA	\$59.70
3	June	EA	\$59.70
4	September	EA	\$59.70

Group 12 - Year 5 - Option Year 2 - Disease Control for 4215 Leeland Street, Utility Customer Services Inaccordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #

	Description	Unit of Measure	Unit Price
1	March	EA	\$26.54
2	June	EA	\$26.54
3	September	EA	\$26.54

Group 13 - Year 5 - Option Year 2 - Labor Rate for Additional Services, as Needed for Utility Customer Services, 4215 Leeland Item #

	Description	Unit of Measure	Unit Price
1	Additional Services, as needed	HR	\$23.88

Group 14 - Year 5 - Option Year 2 - Additional Materials as Needed at Actual Cost Plus Mark-Up Percentage (%) Estimated Amount \$1500.00 for Utility Customer Services, 4215 Leeland Item #

	Description	% Discount/Markup
1	Additional Materials as needed at Actual Cost Plus Mark-Up Percentage	25.00

Group 15 - Year 5 - Option Year 2 - Full Services for Ground Maintenance and Lawncare for Houston Transtar, Located at 6922 Katy Rd., inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #

	Description	Unit of Measure	Unit Price
1	January	EA	\$226.61
2	February	EA	\$226.61
3	March	EA	\$226.61
4	April	EA	\$226.61
5	May	EA	\$226.61
6	June	EA	\$226.61
7	July	EA	\$226.61
8	August	EA	\$226.61
9	September	EA	\$226.61
10	October	EA	\$226.61
11	November	EA	\$226.61
12	December	EA	\$226.61

**EXHIBIT "H"
FEES AND COSTS (CONTINUED)**

Group 16 - Year 5 - Option Year 2 - Pruning for Houston Transtar, Located at 6922 Katy Rd., inaccordance with Scope of Work/Specifications, Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	February	EA	\$47.78
2	May	EA	\$47.78
3	September	EA	\$47.78

Group 17 - Year 5 - Option Year 2 - Mulching for Houston Transtar, Located at 6922 Katy Rd., inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	February	EA	\$679.27
2	May	EA	\$679.27
3	September	EA	\$679.27

Group 18 - Year 5 - Option Year 2 Fertilize Grass, Beds, Trees and Shrubs, for Houston Transtar, Located at 6922 Katy Rd., inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	April	EA	\$297.18

Group 19 - Year 5 - Option Year 5 Disease Control for Houston Transtar, Located at 6922 Katy Rd., inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	April	EA	\$159.20

Group 20 - Year 5 - Option Year 2 - Insect Control (Broadcast Application) for Houston Transtar, Located at 6922 Katy Rd., inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	April	EA	\$318.42

Group 21 - Year 5 - Option Year 2 - Plant Annuals Perennials, for Houston Transtar, Located at 6922 Katy Rd., inaccordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	Small Bed: March	EA	\$210.15
2	Small Bed: June	EA	\$210.15
3	Small Bed: December	EA	\$210.15

Group 22 - Year 5 - Option Year 2 - Labor Rate for Additional Services, as Needed for Houston Transtar, 6922 Katy Rd. Item #			
	Description	Unit of Measure	Unit Price
1	Additional Services, as needed	HR	\$23.88

Group 23 - Year 5 - Option Year 2 - Additional Materials as Needed at Actual Cost Plus Mark-Up Percentage (%) Estimated Amount \$500.00- for Houston Transtar, 6922 Katy Rd. Item #			
	Description	% Discount/Markup	
1	Additional Materials as needed at Actual Cost Plus Mark-Up Percentage	25.00	

EXHIBIT "H"
FEES AND COSTS (CONTINUED)

Group 24 - Year 5 - Option Year 2 Full Services for Ground Maintenance and Lawncare for E. B. Cape Training Center, 4501 Leeland in accordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	January	EA	\$261.72
2	February	EA	\$261.72
3	March	EA	\$261.72
4	April	EA	\$261.72
5	May	EA	\$261.72
6	June	EA	\$261.72
7	July	EA	\$261.72
8	August	EA	\$261.72
9	September	EA	\$261.72
10	October	EA	\$261.72
11	November	EA	\$261.72
12	December	EA	\$261.72

Group 25 - Year 5 - Option Year 2 - Pruning for E. B. Cape Training Center, 4501 Leeland in accordance with Scope of Work/ Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Line Total
1	January	EA	\$71.64
2	February	EA	\$71.64
3	March	EA	\$71.64
4	April	EA	\$71.64
5	May	EA	\$71.64
6	June	EA	\$71.64
7	July	EA	\$71.64
8	August	EA	\$71.64
9	September	EA	\$71.64
10	October	EA	\$71.64
11	November	EA	\$71.64
12	December	EA	\$71.64

Group 26 - Year 5 - Option Year 2 - Mulching for E. B. Cape Training Center, 4501 Leeland in accordance with Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
	Description	Unit of Measure	Unit Price
1	March	EA	\$2547.27
2	June	EA	\$2547.27
3	September	EA	\$2547.27
4	November	EA	\$2547.27

Group 27 - Year 5 - Option Year 2 - Fertilize Grass, Beds, Trees and Shurbs for E. B. Cape Training Center, 4501 Leeland in accordance with the Scope of Work/Work Schedule and Frequencies as defined in Eshibit B. Item #			
	Description	Unit of Measure	Unit Price
1	March	EA	\$683.51
2	November	EA	\$683.51

EXHIBIT "H"
FEES AND COSTS (CONTINUED)

Group 28 - Year 5 - Option Year 2 Disease Control for, E. B. Cape Training Center, 4501 Leeland in accordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #

	Description	Unit of Measure	Unit Price
1	March	EA	\$265.34
2	October	EA	\$265.34

Group 29 - Year 5 -Option Year 2 - Insect Control (Spot Application) - for E. B. Cape Training Center, 4501 Leeland Inaccordance with the Scope of Work/Specifications, Work Schedule and Frequencies as defined in Exhibit B. Item #

	Description	Unit of Measure	Unit Price
1	January	EA	\$10.60
2	February	EA	\$10.60
3	March	EA	\$10.60
4	April	EA	\$10.60
5	May	EA	\$10.60
6	June	EA	\$10.60
7	July	EA	\$10.60
8	August	EA	\$10.60
9	September	EA	\$10.60
10	October	EA	\$10.60
11	November	EA	\$10.60
12	December	EA	\$10.60

Group 30 - Year 5 - Option Year 2 - Plant Annuals Perennials, for E. B. Cape Training Center, 4501 Leeland with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #

	Description	Unit of Measure	Unit Price
1	Large Bed: March	EA	\$210.15
2	Large Bed: June	EA	\$210.15
3	Large Bed: September	EA	\$210.15
4	Large Bed: December	EA	\$210.15

Group 31 - Year 5 Option Year 2 -Labor Rate for Additional Services, as Needed for E. B. Cape Training Center, 4501 Leeland Item #

	Description	Unit of Measure	Unit Price
1	Additional Services, as needed	HR	\$23.88

Group 32 - Year 5 Option Year 2 - Additional Materials as Needed at Actual Cost Plus Mark-Up Percentage (%) Estimated Amount \$500.00- for E. B. Cape Training Center, 4501 Leeland Item #

	Description	% Discount/Markup
1	Additional Materials as needed at Actual Cost Plus Mark-Up Percentage	25.00

EXHIBIT "H"
FEES AND COSTS (CONTINUED)

Group 33 - Year 5 - Option Year 2 - Full Services for Ground Maintenance and Lawncare for Public Utility Division (Wastewater Operation), 10500 Bellaire, Inaccordance with Scope of Services in Section B and Work Schedule and Frequencies as defined in Exhibit "B1 and B5"			
Item #	Description	Unit of Measure	Unit Price
1	January	EA	\$281.27
2	February	EA	\$281.27
3	March	EA	\$281.27
4	April	EA	\$281.27
5	May	EA	\$281.27
6	June	EA	\$281.27
7	July	EA	\$281.27
8	August	EA	\$281.27
9	September	EA	\$281.27
10	October	EA	\$281.27
11	November	EA	\$281.27
12	December	EA	\$281.27

Group 34 - Year 5 - Option Year 2 - Pruning for Public Utility Division (Wastewater Operation), 10500 Bellaire, Inaccordance with the Scope of Services in Section B, and for Work Schedule and Frequencies as defined in Exhibit "B5". Item #			
Item #	Description	Unit of Measure	Unit Price
1	February	MON	\$1061.37

Group 35 - Year 5 - Option Year 2 - Mulching for Public Utility Inaccordance with the Scope of Work/Specifications, Work Schedule and Frequencies as defined in in Section B.Division (Wastewater Operation), 10500 Bellaire, Item #			
Item #	Description	Unit of Measure	Unit Price
1	February	MON	\$2037.82
2	July	MON	\$2037.82

Group 36 - Year 5 - Option Year 2 Fertilize Grass, Beds, Trees and Shrubs, for Public Utility Division (Wastewater Operation), 10500 Bellaire, Inaccordance with the Scope of Services in Section B and for Work Schedule and Frequencies as defined in Exhibit "B5" Item #			
Item #	Description	Unit of Measure	Unit Price
1	March	MON	\$445.77
2	September	MON	\$445.77

Group 37 - Year 5 - Option Year 2 Disease Control for Public Utility Division (Wastewater Operation), 10500 Bellaire, Inaccordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit B. Item #			
Item #	Description	Unit of Measure	Unit Price
1	April	MON	\$398.02

Group 38 - Year 5 - Option Year 2 Insect Control (Broadcast Application) -Inaccordance with the Scope of Services in Section B Public Utility Division (Wastewater Operation), 10500 Bellaire, and for Work Schedule and Frequencies as defined in Exhibit "B5" Item #			
Item #	Description	Unit of Measure	Unit Price
1	April	MON	\$398.02

Group 39 - Year 5 - Option Year 2 Labor Rate for Additional Services, as Needed for Public Work Utility Division (Wastewater Operation), 10500 Bellaire. Item #			
Item #	Description	Unit of Measure	Unit Price
1	Additional Services, as needed	HR	\$23.88

EXHIBIT "H"
FEES AND COSTS (CONTINUED)

Group 40 - Year 5 - Option Year 2 Additional Materials as Needed at Actual Cost Plus Mark-Up Percentage (%) Estimated Amount \$5000.00- for Public Utility Division (Wastewater Operation), 10500 Bellaire, Item #		Description	% Discount/Markup
1		Additional Materials as needed at Actual Cost Plus Mark-Up Percentage	25.00

Group 41 - Year 5 -Option Year -2 Sprinkler System Maintenance for E. B. Cape Learning Center -Public Utility Division (Wastewater Operation), 10500 Bellaire inaccordance with the Scope of Work/Work Schedule and Frequencies as defined in Exhibit "B". Item #		Description	Unit of Measure	Unit Price
1		March	EA	\$93.94
2		April	EA	\$93.94
3		May	EA	\$93.94
4		June	EA	\$93.94
5		July	EA	\$93.94
6		August	EA	\$93.94
7		September	EA	\$93.94
8		November	EA	\$93.94

EXHIBIT "I"
PAY OR PLAY PROGRAM



FORM POP 2 (DOCUMENT 00630)

CERTIFICATION OF AGREEMENT TO COMPLY WITH PAY OR PLAY PROGRAM

Contractor Name: ASSOCIATED LANDSCAPE SERVICES, L.L.C. \$ 383,122.00
(Contractor/Subcontractor) (Amount of Contract)

Contractor Address: P.O. Box 1269 BELLVILLE, TX, 77418 ; Hwy 14507 SOMMERMEYER RD. 77041

Project No.: [GFS/CIP/AIP/File No.] 311 - 623893

Project Name: [Legal Project Name] GRASS MAINTENANCE / LANDSCAPE SERVICES - PUBLIC WORKS AND ENGINEERING DEPT.

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 [X] No Contractor agrees to Pay \$1.00 per hour for work performed by covered employees, including compliance for covered subcontractors' employees and contract labor, under the contract with the City.
[] Yes [X] No Contractor agrees to offer health benefits to each covered employee, including compliance by the covered subcontractors 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.
[X] Yes [] No Contractor agrees to pay on behalf of some covered employees and contract labor and play on behalf of other covered employees, in accordance with program requirements, including subcontractors' employees, if applicable.
[] Yes [X] No If contract labor is utilized the Contractor agrees to report hours worked by the contract laborer and Pay \$1.00 per hour for work performed.
[] Yes [X] 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 [X] No For Prime Contractors Only: 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.

Table with 3 columns: Following information is Mandatory, Prime Contractor, Sub-Contractor. Rows include Total No. Of Employees on City Job, No. Of Employees "Playing", No. Of Employees "Paying", and No. Of Employees "Exempt".

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

CONTRACTOR (Signature) [Signature] DATE 5.31.11

NAME AND TITLE (Print or type) ROBERT B. BUCKNER PRESIDENT