

**SECTION C
GENERAL TERMS & CONDITIONS**

THE STATE OF TEXAS

BID # LC-R-0739-027-20752

COUNTY OF HARRIS

ORDINANCE # 06-0202

CONTRACT # C61887

I. PARTIES

A. Address

THIS AGREEMENT FOR Grounds Maintenance/Landscaping Services ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation and Cut Crew Landscape Maintenance Inc. ("Contractor or Vendor"), a corporation doing business in Texas.

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

City

City Purchasing Agent for Director
of Public Works & Engineering Department
City of Houston
P.O. Box 1562
Houston, Texas 77251

Contractor

Cut Crew Landscape Maintenance Inc
2834 Monticello
Houston, Tx 77045
Phone: 713 433 1248
Fax: 713 434 2556

The Parties agree as follows:

B. Table of Contents

This Agreement consists of the following sections:

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- H. FEES AND COSTS

C. Parts Incorporated

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

D. Controlling Parts

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

E. Definitions

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

F. Signatures

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

ATTEST/SEAL (if a corporation):

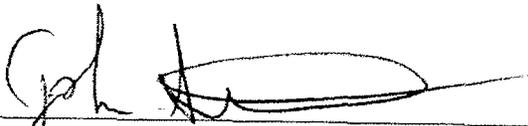
Cut Crew Landscape Maintenance Inc.

WITNESS (if not a corporation):

By: _____

Name:

Title:

By:  _____

Name: John Stewart

Title: President

Federal Tax ID Number: 76-0688628

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS

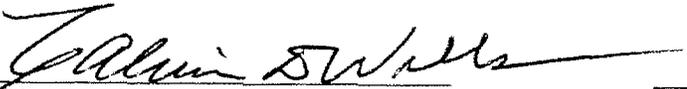
Signed by:

City Secretary

Mayor

APPROVED:

COUNTERSIGNED BY:



City Purchasing Agent

City Controller

DATE COUNTERSIGNED:

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

2/22/2006
Date



Legal Assistant

II. DUTIES OF CONTRACTOR

A. Scope of Services

In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, and supervision necessary to perform the services described in Exhibit "B."

B. RELEASE

CONTRACTOR 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.

C. INDEMNIFICATION

CONTRACTOR 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:

- (1) CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;**

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

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

D. INDEMNIFICATION PROCEDURES

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

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 Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

- (2) Defense of Claims
 - (a) Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then

control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

- (b) Continued Participation. If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

E. Insurance

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:

- (1) Commercial General Liability insurance including Contractual Liability insurance:

\$500,000 per occurrence; \$1,000,000 aggregate

- (2) Workers' Compensation including Broad Form All States endorsement:

Statutory amount

- (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) 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)

All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, and that it shall give 30 days written notice to the City before they may be canceled. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled 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:

- (1) immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

F. Warranties

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.

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

- (1) that all items are free of defects in title, material, and workmanship,
- (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,

(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

(4) that no item or its use infringes any patent, copyright, or proprietary right.

G. Licenses and Permits

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

H. Compliance with Equal Opportunity Ordinance

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

I. MWBE Compliance

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 11% 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.

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.

J. Drug Abuse Detection and Deterrence

(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.

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

- (a) a copy of its drug-free workplace policy,
- (b) the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "D," together with a written designation of all safety impact positions and,
- (c) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "E."

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 "F." 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.

(3) 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.

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

K. Environmental Laws

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.

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.

L. Contractor's Performance

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.

M. Payment of Employees and Subcontractors

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.

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.

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.

III. DUTIES OF CITY

A. Payment Terms

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.

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.

B. Taxes

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.

C. Method of Payment

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.

D. Method of Payment - Disputed Payments

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.

E. Limit of Appropriation

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

(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 \$72,960.00 to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

(3) The City makes a supplemental allocation by sending a notice signed by the Director and the City Controller to Contractor and where appropriated, approved by motion, or ordinance of City Council in substantially the following form:

"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"

TO: [Name of Contractor]

FROM: City of Houston, Texas (the "City")

DATE: [Date of notice]

SUBJECT: Supplemental allocation of funds for the purpose of the "[title of this Agreement]" between the City and (name of Contractor) countersigned by the City Controller on (Date of Countersignature) (the "Agreement").

I, (name of City Controller), City Controller of the City of Houston, certify that the supplemental sum of \$_____, upon the request of the below-signed Director, 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.

The aggregate of all sums allocated for the purpose of such Agreement, including the Original Allocation, and all supplemental allocations (including this one), as of the date of this notice, is \$_____.

SIGNED:

(Signature of the City Controller)

City Controller of the City

REQUESTED:

(Signature of the Director)

Director

- (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.

F. Changes

- (1) At any time during the Agreement Term, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent 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.
- (2) The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent 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 upon written notice to the City Purchasing Agent]

- (3) The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may issue more than one Change Order, subject to the following limitations:
 - (a) Council expressly authorizes the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent, 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.
 - (b) 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.
 - (c) The Total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.
- (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.
- (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) Change Orders are subject to the Allocated Funds provisions of this Agreement.

IV. TERM AND TERMINATION

A. Contract Term

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.

B. Notice to Proceed

Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed from the City Purchasing Agent.

C. Renewals

If sufficient funds are allocated, the City Purchasing Agent, at his or her sole discretion, may make a request to Contractor to renew this Agreement for up to two additional 1-year option periods, upon at least 30 days' written notice before expiration of the initial term, or first option period, as applicable. Any renewal, pursuant to this Section, shall be upon the same terms and conditions of the Agreement.

D. Time Extensions

If Department requests an extension of time to complete its performance, then the City Purchasing Agent may, in his or her sole discretion, extend the time so long as the extension 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).

E. Termination for Convenience by the City

The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent 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.

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.

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.

F. Termination for Cause by City

If Contractor defaults under this Agreement, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent 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:

- (1) Contractor fails to perform any of its duties under this Agreement;
- (2) Contractor becomes insolvent;
- (3) all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
- (4) a receiver or trustee is appointed for Contractor.

If a default occurs, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent 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 upon written authorization by the City Purchasing Agent, at his or her sole option, may extend the termination date to a later date. If the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent 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 upon written notice to the City Purchasing Agent may terminate this Agreement on the termination date, at no further obligation of the City.

To effect final termination, the City Purchasing Agent or Director upon written notice to the City Purchasing Agent 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.

G. Termination for Cause by Contractor

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.

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.

H. Removal of Contractor Owned Equipment and Materials

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

A. Independent Contractor

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

B. Force Majeure

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. This relief is not applicable unless the affected party does the following:
 - (a) uses due diligence to remove the Force Majeure as quickly as possible; and
 - (b) provides the other party with prompt written notice of the cause and its anticipated effect.
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.
4. If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent 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.

C. Severability

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.

D. Entire Agreement

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.

E. Written Amendment

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.

F. Applicable Laws

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.

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

G. Notices

All notices required or permitted by this Agreement must be in writing and are deemed delivered on the earlier of the date actually received or the third day following: (1) deposit in a United States Postal Service post office or receptacle; (2) with proper postage (certified mail, return receipt requested); and (3) addressed to the other party at the address set out in the preamble of this Agreement or at such other address as the receiving party designates by proper notice to the sending party.

H. Non-Waiver

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.

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.

I. Inspections and Audits

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.

J. Enforcement

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.

K. Ambiguities

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.

L. Survival

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.

M. Parties In Interest

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

N. Successors and Assigns

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.

O. Business Structure and Assignments

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 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.

Contractor shall not delegate any portion of its performance under this Agreement without the City Purchasing Agent's prior written consent.

P. Remedies Cumulative

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.

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 Appropriate 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" means the Directors 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 IIK (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"

1.0 General

1.1 The contractor shall furnish all personnel, 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:

Contractor shall pay all employees a minimum of \$5.15 per hour while working under this contract. Supervisory personnel shall be paid at least the minimum prevailing wage rate for these geographical locations; that being \$5.15 according to the Department of Labor Wage and Hour Division. If, during the term of this agreement, there is legislation enacted regarding an increase or increases in the minimum wage law, Contractor may submit a request(s) for increase in the Contract Fee 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 cleaning employees' salaries were increased accordingly. The Purchasing Agent shall consult with the Director before responding to the request.

2.0 Scope of Services

Contractor's Responsibility

2.1 Reserved

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 workmanlike manner meeting the highest standards for services of like-kind.

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

2.4 The Contractor's personnel shall present a clean and neat appearance and shall wear a badge or uniform with the Contractor's and employee's name clearly displayed. Badge and uniform shall be furnished by the Contractor.

2.5 The telephone number of the Contractor's establishment for Grounds Maintenance Services, during business hours on business days shall be provided to the Facility Manager.

2.6 The Contractor shall comply with all health, safety, and security regulations which may, from time to time, be issued by the Facility Manager or the City's Department Director, or its designee.

2.7 The Contractor shall immediately provide verbal, immediately confirmed in writing, notification to the Facility Manager of any damage to City equipment, furnishings or property caused by the Contractor.

3.0 Alternate Work Plan

3.1 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.

4.0 Workmanship and Inspection

4.1 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.

5.0 Scheduling

5.1 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.

6.0 Invoicing

6.1 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.

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:

- a. City Contract No. and Ordinance No.
- b. Copy of Work Order
- c. Description of services provided
- d. Cost for each service provided
- e. Total invoice cost

Contractor shall mail all invoices to the following address:
City of Houston
Department of Public Works and Engineering
Service Contract Accounting
P.O. Box 61449
Houston, Texas 77208-1449

7.0 Scope of Services for 4200 Leeland, 4215 Leeland and 6342 Fairdale

7.1 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, usually in January. An acceptable tree fertilizer is Davey Arbor Green or an approved equivalent.

7.2 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.

7.3 The contractor shall currently hold a valid Structural Pest Control Business License (issued pursuant to the Texas Structural Pest Control Act, art. 135b06, Tex. Rev. Civ. Stat. Ann.). 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 Structural Pest Control Business License or the Certified Applicator License of a sole contractor employee holding such license.

8.0 Scope of Services for 4200 Leeland, 4215 Leeland and 6342 Fairdale

8.1 Watering and Irrigation:

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 to be installed at the site. Should the system fail at any time during the dry, hot periods, the contractor shall provide water hoses of sufficient capabilities to hand water as needed to prevent areas from drying out. The contractor will have access to water connections during its planting periods; however, the contractor shall provide hoses needed to aid in the planting process. The department will provide the water.

8.2 Litter Pickup:

1. Area shall be free from litter before mowing begins.
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.
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.

8.3 Mowing:

Mow, edge and trim lawns, berms, easements and ditches as required to maintain well clipped appearance.

1. 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.
2. All lawn areas shall be edged on all sides of any paved areas, including walkways, drives, curbs and parking areas.
3. Trim fringe left by mowers around buildings, fences, flower beds, trees, sprinkler heads, etc.

- 8.4 Pruning:
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. 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.
- 8.5 Watering and Irrigation:
All lawn areas, tree shrubs and beds must be thoroughly and sufficiently watered.
1. During hot, dry periods "sufficiently" shall be interpreted as not less than two inches, soaked, one weekly and more , if necessary.
 2. 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.
- 8.6 Mulch Work:
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.
 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.

9.0 Scope of Services for 4200 Leeland, 4215 Leeland and 6342 Fairdale

- 9.1 Walkway Cleaning:
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.
- 9.2 Clean Up:
1. All trimmings, cuttings and grass clippings shall be collected and removed from the premises after each visit by the Contractor. Grass clippings at 6342 Fairdale do not require pick-up and removal.
 2. All leaves, cigarette butts, paper and other extraneous debris shall be removed from the premises after each visit by the Contractor unless trash receptacles are provided, in which case, the Contractor may use the trash receptacles.

WORK SCHEDULE FOR GROUNDS MAINTENANCE SERVICES FOR 4200 LEELAND STREET AND 4215 LEELAND...

<u>MONTH</u>	<u>SERVICE</u>	<u>FREQUENCY PER MONTH</u>
January	De-Litter	8
	Mow, Edge, Weedeat and Clean-up	2
	Prune	1
	Weed Removal	1
	Mulch	1
	Sidewalk, Parking Lots, Walkway	4
	Tree Fertilizer (deep root)	1
February	De-Litter	8
	Mow, Edge, Weedeat and Clean-up	2
	Prune	1
	Weed Removal	1
	Mulch	1
	Sidewalk, Parking Lots, Walkway	4
March	De-Litter	8
	Mow, Edge, Weedeat and Clean-up	2
	Prune	1
	Weed Removal	1
	Mulch	1
	Fertilize Grass and Beds	1
	Sidewalk, Parking Lots and Walkway	1
April	De-Litter	8
	Mow, Edge, Weedeat and Clean-up	3
	Prune	1
	Weed Removal	1
	Mulch	1
	Sidewalk, Parking Lots and Walkway	4

WORK SCHEDULE FOR GROUND MAINTENANCE FOR 4200 AND 4215 LEELAND: (CONTINUED)

<u>MONTH</u>	<u>SERVICE</u>	<u>FREQUENCY PER MONTH</u>
May	De-Litter	8
	Mow, Edge, Weedeat and Clean-up	4
	Prune	1
	Weed Removal	1
	Mulch	1
	Sidewalk, Parking Lots and Walkway	4
June	De-Litter	8
	Mow, Edge, Weedeat and Clean-up	5
	Prune	1
	Weed Removal	1
	Mulch	1
	Fertilize Grass and Beds	1
	Sidewalk, Parking Lots and Walkway	4
July	De-Litter	8
	Mow, Edge, Weedeat and Clean-up	5
	Prune	1
	Weed Removal	1
	Mulch	1
	Sidewalk, Parking Lots, Walkway	4
August	De-Litter	8
	Mow, Edge, Weedeat and Clean-up	5
	Prune	1
	Weed Removal	1
	Mulch	1
	Sidewalk, Parking Lots, Walkway	4
September	De-Litter	8
	Mow, Edge, Weedeat and Clean-up	4
	Prune	1
	Weed Removal	1
	Mulch	1
	Fertilize Grass and Beds	1
	Sidewalk, Parking Lots and Walkway	4
October	De-Litter	8
	Mow, Edge, Weedeat and Clean-up	3
	Prune	1
	Weed Removal	1
	Mulch	1
	Sidewalk, Parking Lots and Walkway	4
November	De-Litter	8
	Mow, Edge, Weedeat and Clean-up	2
	Prune	1
	Weed Removal	1
	Mulch	1
	Sidewalk, Parking Lots and Walkway	4

WORK SCHEDULE FOR GROUND MAINTENANCE FOR 4200 AND 4215 LEELEND: (CONTINUED)

<u>MONTH</u>	<u>SERVICE</u>	<u>FREQUENCY PER MONTH</u>
December	De-Litter	8
	Mow, Edge Weedeat and Clean-up	2
	Prune	1
	Weed Removal	1
	Mulch	1
	Sidewalk, Parking Lots and Walkway	4

WORK SCHEDULE FOR GROUND MAINTENANCE FOR 6342 FAIRDALE:

<u>MONTH</u>	<u>SERVICE</u>	<u>FREQUENCY PER MONTH</u>
January	De-Litter	2
	Mow, Edge, Weedeat and Clean-up	2
	Tree Fertilizer 9 (deep root)	1
February	De-Litter	2
	Mow, Edge, Weedeat and clean-up	2
March	De-Litter	2
	Mow, Edge, Weedeat and Clean-up	2
April	De-Litter	3
	Mow, Edge, Weedeat and Clean-up	3
May	De-Litter	3
	Mow, Edge, Weedeat and Clean-up	3
June	De-Litter	4
	Mow, Edge, Weedeat and Clean-up	4
July	De-Litter	4
	Mow, Edge, Weedeat and Clean-up	4
August	De-Litter	4
	Mow, Edge, Weedeat and Clean-up	4
September	De-Litter	3
	Mow, Edge, Weedeat and Clean-up	3
October	De-Litter	2
	Mow, Edge, Weedeat and Clean-up	2
November	De-Litter	2
	Mow, Edge, Weedeat and Clean-up	2
December	De-Litter	2
	Mow, Edge, Weedeat and Clean-up	2

10.0 Scope of Services for 6922 Old Katy Road

- 10.1 Litter Pick-Up:
Contractor shall remove all litter in areas to be mowed before mowing begins. Contractor shall remove all litter from all shrub and flower beds.
- 10.2 Mow, Edge, Trim, Rake and Sweep:
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.
- 10.3 Weed Removal:
All weeds shall be removed from shrub and flowerbeds. Weeds shall be pulled or herbicide applied, when necessary.
- 10.4 Clean-Up:
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.
- 10.5 Mulch:
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, April, May, June, August, October and December.
- 10.6 Prune:
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, March, April, May, June, July, August, October and December.
- 10.7 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. 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 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.
- 10.8 Plants Trees and Shrubs
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 shall be approved by the Facility Manager prior to being planted by the Contractor.

Item #3 and #4.: 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.), pinoak (15 ft.) and birch (15 ft.).

10.9 Work Schedule:

Contractor shall adhere to the Work Schedule in this Exhibit. All work performed by the Contractor shall be done between the hours of 7:00 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) 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.

WORK SCHEDULE FOR GROUND MAINTENANCE FOR 6922 Old Katy Rd:

<u>MONTH</u>	<u>SERVICE</u>	<u>FREQUENCY PER MONTH</u>
January	Pick-up Litter	1
	Mow, Edge, Trim, Rake and Sweep	1
	Weed Removal	1
	Clean-up	1
	Spot Treatment for Ants, as needed	1
February	Pick-up Litter	1
	Mow, Edge, Trim, Rake and Sweep	1
	Clean-up	1
	Tree Fertilization/Feed	1
	Mulch	1
	Spot Treatment for Ants, as needed	1
March	Pick-up Litter	3
	Mow, Edge, Trim, Rake and Sweep	3
	Clean-up	3
	Prune	1
	Fertilize Grass	1
	Plant Seasonal Beds (after 1 st of March)	1
	Spot Treatment for Ants, as needed	1
	"Award" Application for Ants	1
	Weed Removal	1
April	Pick-up Litter	4
	Mow, Edge, Trim, Rake and Sweep	4
	Clean-up	4
	Mulch	1
	Prune	1
	Spot Treatment for Ants, as needed	1
	Weed Removal	1

WORK SCHEDULE FOR GROUND MAINTENANCE FOR 6922 Old Katy Rd.:

<u>MONTH</u>	<u>SERVICE</u>	<u>FREQUENCY PER MONTH</u>
May	Pick-up Litter	4
	Mow, Edge, Trim, Rake and Sweep	4
	Clean-up	4
	Mulch	1
	Prune	1
	Spot Treatment for Ants, as needed	1
	Weed Removal	1
June	Pick-up Litter	4
	Mow, Edge, Trim, Rake and Sweep	4
	Clean-up	4
	Mulch	1
	Prune	1
	Fertilize Grass	1
	Plant Seasonal Beds	1
	Spot Treatment for ants, as needed	1
	Weed Removal	1
July	Pick-up Litter	4
	Mow, Edge, Trim, Rake and Sweep	4
	Clean-up	4
	Prune	1
	Spot Treatment for Ants, as needed	1
	"Award" Application for Ants	1
	Weed Removal	1
August	Pick-up Litter	4
	Mow, Edge, Trim, Rake and Sweep	4
	Clean-up	4
	Mulch	1
	Prune	1
	Spot Treatment for Ants, as needed	1
September	Pick-up Litter	4
	Mow, Edge, Trim, Rake and Sweep	4
	Clean-up	4
	Fertilize Grass	1
	Plant Seasonal Beds	1
	Spot Treatment for Ants, as needed	1
	Weed Removal	1
October	Pick-up Litter	4
	Mow, Edge, Trim, Rake and Sweep	4
	Clean-up	4
	Mulch	1
	Prune	1
November	Spot Treatment for Ants, as needed	1
	Weed Removal	1
November	Pick-up Litter	2

Mow, Edge, Trim, Rake and Sweep	2
Clean-up	2
Spot Treatment for Ants, as needed	1
"Award" Application for Ants	1
Weed Removal	1

WORK SCHEDULE FOR GROUND MAINTENANCE FOR 6922 Old Katy Rd.:

<u>MONTH</u>	<u>SERVICE</u>	<u>FREQUENCY PER MONTH</u>
December	Pick-up Litter	2
	Mow, Edge, Trim, Rake and Sweep	2
	Clean-up	2
	Mulch	1
	Prune	1
	Fertilize Grass	1
	Plant Seasonal Beds	1
	Spot Treatment for Ants, as needed	1
	Weed Removal	1

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.

11.0 Scope of Services for 4501 Leeland

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.

11.1 Litter Pick-Up

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

11.2 Mow, Edge, Trim, Rake and Sweep

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, 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.

11.3 Weed Removal

All weeds shall be removed from shrub, flowerbeds and gravel areas surrounding building.

11.4 Clean-Up

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.

- 11.5 Mulch
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 in the following months, unless otherwise directed by the Facility Manager; February, April, May, June, August, October and December.
- 11.6 Prune-Shrubs and Trees
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 will be done in the following months, unless otherwise directed by the Facility Manager; March, April, May, June, July, August, October and December.
- 11.7 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.
- 11.8 Plants, Trees and Shrubs
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.
- 11.8.1 Item #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".
- 11.8.2 The varieties and colors of the annuals and or perennials shall be approved by the Facility Manager prior to being planted by the Contractor.
- 11.8.3 Item #3 and #4: 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 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.), pinoak (15 ft.) and birch (15 ft.).
- 11.9 Work Schedule
Contractor shall adhere to the Work Schedule in this Exhibit. All work performed by the Contractor shall be done between the hours of 7:00 a.m. and 5:00 p.m., on Monday's, excluding City holidays, unless otherwise directed by the Facility Manager.
- 11.9.1 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.
- 11.9.3 When services are required one (1) time a month: services will be performed during the middle of the month.

WORK SCHEDULE FOR GROUND MAINTENANCE FOR 4501 Leeland.:

<u>MONTH</u>	<u>SERVICE</u>	<u>FREQUENCY PER MONTH</u>
January	Mow Grass Areas	2
	Remove Weeds in Shrub Area	1
	Prune Trees and Shrubs	1
	Week Control/Including Beds	4
	Debris Pick Up & Disposal	4
February	Mow Grass Areas	2
	Remove Weeds in Shrub Area	1
	Prune Trees and Shrubs	1
	Weed Control/Includes Beds	4
	Debris Pick Up & Disposal	4
March	Mow Grass Areas	4
	Remove Weeds in Shrub Area	2
	Prune Shrubs and Trees	1
	Fertilize Grass and Shrubs	1
	Weed Control/Includes Beds	4
	Pre-Staked Trees	1
	Insect Control	1
	Disease Control	1
	Debris Pick Up & Disposal	4
	Mulch/Includes Beds	1
Fertilize Trees	1	
April	Mow Grass Areas	4
	Remove Weeds in Shrub Areas	3
	Prune Shrubs and Trees	2
	Weed Control/Include Beds	4
	Insect Control	1
	Debris Pick Up & Disposal	4
May	Mow Grass Areas	4
	Remove Weeds in Shrub Area	4
	Prune Shrubs and Trees	2
	Weed Control/Include Beds	4
	Insect Control	1
Debris Pick Up & Disposal	4	
June	Mow Grass Areas	4
	Remove Weeds in Shrub Areas	4
	Prune Trees and Shrubs	2
	Fertilize Grass and Shrubs	1
	Weed Control/Include Beds	4
	Insect Control	1
	Disease Control	1
	Debris Pick Up & Disposal	4
	Mulch/Includes Beds)	1
Fertilize Trees	1	

WORK SCHEDULE FOR GROUND MAINTENANCE FOR 4501 Leeland.:

<u>MONTH</u>	<u>SERVICE</u>	<u>FREQUENCY PER MONTH</u>
July	Mow Grass Areas	4
	Remove Weeds in Shrub Areas	4
	Prune Shrubs and Trees	2
	Weed Control/Includes Beds	4
	Insect Control	1
	Debris Pick Up & Disposal	4
August	Mow Grass Areas	4
	Remove Weeds in Shrub Areas	4
	Prune Shrubs and Trees	2
	Weed Control/Includes Beds	4
	Pre-Staked Trees	1
	Insect Control	1
	Debris Pick Up & Disposal	4
September	Mow Grass Areas	4
	Remove Weed in Shrub Area	3
	Prune Shrubs and Trees	2
	Fertilize Grass and Shrubs	1
	Weed Control/Includes Beds	4
	Disease Control	1
	Debris Pick Up & Disposal	4
	Mulch/Includes Beds	1
	Fertilize Trees	1
October	Mow Grass Areas	4
	Remove Weeds in Shrub Area	3
	Prune Shrubs and Trees	1
	Weed Control/Includes Beds	4
	Debris Pick Up & Disposal	4
November	Mow Grass Areas	2
	Remove Weeds in Shrub Area	1
	Prune Shrubs and Trees	1
	Fertilize Grass and Shrubs	1
	Weed Control	4
	Disease Control	1
	Debris Pick Up & Disposal	4
	Mulch/Includes Beds	1
Fertilize Trees	1	
December	Mow Grass Areas	2
	Remove Weeds in Shrub Areas	1
	Prune Shrubs and Trees	1
	Weed Control/Includes Beds	4
	Debris Pick Up & Disposal	4

12.0 Scope of Services for 2700 Dalton, 718 East Burress, 7101 Renwick, 5900 Teague

- 12.1 Mow, Edge, Trim Rake and Sweep
Contractor shall remove all litter, trash and debris prior to and after mowing.
- 12.1.2 Contractor shall mow, edge, trim, rake and sweep all required areas 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.
- 12.1.3 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.
- 12.1.4 Walkways shall be swept after each mowing.
- 12.1.5 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 swept or blown once per month.
- 12.2 Weed Removal
Contractor shall remove all weeds from shrub area and all seams in concrete areas of the parking lots and walkways in accordance with the Maintenance Schedule. When required, the contractor shall apply herbicide. 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 beds owing to potential for damage to existing plants.
- 12.3 Debris Pick-Up and Disposal
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 trash dumpster for litter and trash, but not yard waste.
- 12.4 Mulching
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. Contractor shall apply hardwood mulch to all existing shrub areas. A covering of three (3) inches shall be maintained in beds. The mulch shall be cultivated twice a month

- 12.5 Pruning
Contractor shall prune, trim and shape all shrubs 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. The use of a weed eater shall not be permitted as an acceptable way of pruning.
- 12.6 Fertilization
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.
- 12.8 Maintenance Schedule
Contractor shall adhere to the Maintenance Schedule in this Exhibit. All work performed by the Contractor shall be done between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday, excluding City holidays, unless otherwise directed by the City. Contractor shall complete services within one (1) day upon commencing services, unless an authorized written extension is granted by the City.
- 12.8.1 When services are required four (4) times a month; Contractor shall perform services approximately seven (7) days apart.
- 12.8.2 When services are required two (2) times a month; Contractor shall perform services approximately (14) days apart.
- 12.8.3 When services are required one (1) time a month; Contractor shall perform services during the middle of the month.
- 12.9 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. 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.
- 12.10 Plants
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.

WORK SCHEDULE FOR GROUND MAINTENANCE FOR 2700 DALTON, 718 EAST BURRESS, 7101 RENWICK, 5900 TEAGUE

<u>MONTH</u>	<u>SERVICE</u>	<u>FREQUENCY PER MONTH</u>
January	Mow, Edge, Trim, Rake and Sweep	1
	Debris Removal & Disposal	1
	Spot Treatment for ants, as needed	
February	Mow, Edge, Trim, Rake and Sweep	1
	Debris Removal & Disposal	1
	Mulch	1
	Spot Treatment for ants, as needed	
March	Mow, Edge, Trim, Rake and Sweep	2
	Weed Removal	1
	Debris Removal & Disposal	2
	Prune Shrubs & Trees	1
	Fertilize Shrubs	1
	Fertilize Trees	1
	"Award" application for ants	2
April	Mow, Edge, Trim, Rake and Sweep	2
	Weed Removal	1
	Debris Removal & Disposal	2
	Spot Treatment for ants, as needed	
May	Mow, Edge, Trim, Rake and Sweep	4
	Weed Removal	2
	Debris Removal & Disposal	4
	Spot Treatment for ants, as needed	
June	Mow, Edge, Trim, Rake and Sweep	4
	Weed Removal	2
	Debris Removal & Debris	4
	Spot Treatment for ants, as needed	
July	Mow, Edge, Trim, Rake and Sweep	4
	Weed Removal	2
	Debris Removal & Disposal	4
	Mulch	1
	"Award" application for ants	
August	Mow, Edge, Trim, Rake and Sweep	4
	Weed Removal	2
	Debris Removal & Disposal	4
	Spot Treatment for ants, as needed	
September	Mow, Edge, Trim, Rake and Sweep	4
	Weed Removal	2
	Debris Removal & Disposal	4
	Fertilize Shrubs	1

	Spot Treatment for ants, as needed	
October	Mow, Edge, Trim, Rake and Sweep	2
	Weed Removal	1
	Debris Removal & Disposal	2
	Spot Treatment for ants, as needed	
November	Mow, Edge, Trim, Rake and Sweep	1
	Debris Removal	1
	"Award" application for ants	
December	Mow, Edge, Trim, Rake and Sweep	1
	Debris Removal & Disposal	1
	Spot treatment for ants, as needed	

13.0 Scope of Services for 10500 Bellaire

- 13.1 Mow, Edge, Trim Rake and Sweep
Contractor shall remove all litter, trash and debris prior to and after mowing.
- 13.1.2 Contractor shall mow, edge, trim, rake and sweep all required areas in accordance with the Work Schedule herein. Mowing heights shall be 1-1/2 to 2-1/2 inches, or as directed by the City.
- 13.1.3 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 City. 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.
- 13.1.4 Walkways shall be swept after each mowing.
- 13.1.5 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 swept or blown once per month.
- 13.2 Weed Removal
Contractor shall remove all weeds from shrub area and all seams in concrete areas of the parking lots and walkways in accordance with the Maintenance Schedule. When required, the contractor shall apply herbicide. 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 beds owing to potential for damage to existing plants.
- 13.3 Debris Pick-Up and Disposal
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 trash dumpster for litter and trash, but not yard waste.
- 13.4 Mulching
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. Contractor shall apply hardwood mulch to all existing shrub areas. A covering of three (3) inches shall be maintained in beds. The mulch shall be cultivated twice a month

- 13.5 Pruning
Contractor shall prune, trim and shape all shrubs 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.
- 13.6 Fertilization
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.
- 13.7 Sprinkler System Maintenance and Repair
Contractor shall provide monthly maintenance of the 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. Contractor shall repair the Sprinkler System and use new parts of the same manufacture in the repair. 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.
- 13.8 Maintenance Schedule
Contractor shall adhere to the Maintenance Schedule in this Exhibit. All work performed by the Contractor shall be done between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday, excluding City holidays, unless otherwise directed by the City. Contractor shall complete services within one (1) day upon commencing services, unless an authorized written extension is granted by the City.
- 13.8.1 When services are required four (4) times a month; Contractor shall perform services approximately seven (7) days apart.
- 13.8.2 When services are required two (2) times a month; Contractor shall perform services approximately (14) days apart.
- 13.8.3 When services are required one (1) time a month; Contractor shall perform services during the middle of the month.
- 13.9 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. 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.
- 13.10 Plants
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.

WORK SCHEDULE FOR GROUND MAINTENANCE FOR 10500 Bellaire:

<u>MONTH</u>	<u>SERVICE</u>	<u>FREQUENCY PER MONTH</u>
January	Mow, Edge, Trim, Rake and Sweep	1
	Debris Removal & Disposal	1
	Spot Treatment for ants, as needed	
February	Mow, Edge, Trim, Rake and Sweep	1
	Debris Removal & Disposal	1
	Mulch	1
	Spot Treatment for ants, as needed	
March	Mow, Edge, Trim, Rake and Sweep	2
	Weed Removal	1
	Debris Removal & Disposal	2
	Prune Shrubs & Trees	1
	Fertilize Grass and Shrubs	1
	Fertilize Trees	1
	Sprinkler System Maintenance	1
	"Award" application for ants	2
April	Mow, Edge, Trim, Rake and Sweep	2
	Weed Removal	1
	Debris Removal & Disposal	2
	Sprinkler System Maintenance	1
	Spot Treatment for ants, as needed	
May	Mow, Edge, Trim, Rake and Sweep	4
	Weed Removal	2
	Debris Removal & Disposal	4
	Sprinkler System Maintenance	1
	Spot Treatment for ants, as needed	
June	Mow, Edge, Trim, Rake and Sweep	4
	Weed Removal	2
	Debris Removal & Debris	4
	Sprinkler System Maintenance	1
	Spot Treatment for ants, as needed	
July	Mow, Edge, Trim, Rake and Sweep	4
	Weed Removal	2
	Debris Removal & Disposal	4
	Mulch	1
	Sprinkler System Maintenance	1
	"Award" application for ants	
August	Mow, Edge, Trim, Rake and Sweep	4
	Weed Removal	2
	Debris Removal & Disposal	4
	Sprinkler System Maintenance	1
	Spot Treatment for ants, as needed	

September	Mow, Edge, Trim, Rake and Sweep	4
	Weed Removal	2
	Debris Removal & Disposal	4
	Fertilize Grass & Shrubs	1
	Sprinkler System Maintenance	1
	Spot Treatment for ants, as needed	
October	Mow, Edge, Trim, Rake and Sweep	2
	Weed Removal	1
	Debris Removal & Disposal	2
	Sprinkler System Maintenance	1
	Spot Treatment for ants, as needed	
November	Mow, Edge, Trim, Rake and Sweep	1
	Debris Removal	1
	"Award" application for ants	
December	Mow, Edge, Trim, Rake and Sweep	1
	Debris Removal & Disposal	1
	Spot treatment for ants, as needed	

14.0 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.

15.0 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.

16.0 WARRANTY OF SERVICES

a) *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.

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 SUBCONTRACT TERMS

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

1. Frank's Lawn Service (MWBE 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. Frank's Lawn Service (MWBE 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 business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
 4. As concluded by the parties to this subcontract, and as evidenced by their signature hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 -- "the Act"). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with American Arbitration Association on file in the Office of the City's Affirmative Action Division.Upon submittal of the matter to arbitration 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.
- 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.
- e. All arbitrations shall be conducted in Houston, Texas, unless the parties agree to a different location.

EXHIBIT "E"
DRUG POLICY COMPLIANCE AGREEMENT

I, John Stewart, President as an owner or officer of
(Name) (Print/Type) (Title)
Cut Crew Landscape Maintenance Inc. (Contractor)
(Name of Company)

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

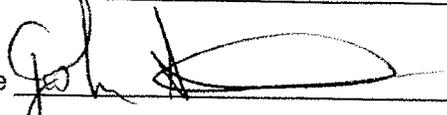
1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures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

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

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

Date 12/27/05

Contractor Name John Stewart

Signature 

Title President

EXHIBIT "F"
**Contractor's Certification Of No Safety Impact Positions
In Performance Of A City Contract**

I, John Stewart, _____ President
(Name)(Print/Type) (Title)

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

12/27/05
Date

John Stewart
Contractor Name

Signature
President
Title

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

I, John Stewart _____ as an
(NAME) (PRINT/TYPE)

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

12/27/05
DATE

John Stewart
CONTRACTOR NAME

SIGNATURE
President
TITLE

EXHIBIT "G"
DRUG POLICY COMPLIANCE DECLARATION

I, John Stewart President as an owner or officer of
 (Name) (Print/Type) (Title)

Cut Crew Landscape Maintenance Inc. (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 _____ to _____, 20____.

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

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

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

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

_____ From _____ to _____ the following test has occurred
 Initials (Start date) (End date)

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

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

_____ I affirm that falsification or failure to submit this declaration timely in accordance with
 Initials 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.

12/27/05
 (Date)

John Stewart
 (Typed or Printed Name)
[Signature]
 (Signature)
President
 (Title)

EXHIBIT "H" FEES AND COSTS

Item NO.	DESCRIPTION	UNIT	UNIT PRICE
YEAR ONE			
LOCATION: 4501 LEELAND			
1	Full Service Grounds Maintenance per Section B	JANUARY FEBRUARY MARCH APRIL MAY JUNE JULY AUGUST SEPTEMBER OCTOBER NOVEMBER DECEMBER	\$672.00 per month \$672.00 per month \$1,344.00 per month \$672.00 per month \$672.00 per month
2 PLANT ANNUALS/PERENNIALS, PER SECTION B			
	Small Beds, 10 beds with 125 plants per bed to be planted in March, June, September and December (The number of beds to be planted may vary)	BED	\$100.00 per bed
	Medium Beds, 47 beds with 200 plants per bed to be planted in March, June, September and December (The number of beds to be planted may vary)	BED	\$150.00 per bed
	Large Beds, 8 beds with 300 plants per bed to be planted in March, June, September and December (The number of beds to be planted may vary)	BED	\$200.00 per bed
3	Remove and Replace Shrubs per Section B	each	\$15.00 each
4	Remove and Replace Trees per Section B	each	\$25.00 each
5	Labor Rate for Additional Services as needed	hour	\$100.00 per hour
6	Materials for Additional Services as needed Additional Materials as needed at Actual Cost Plus Mark-up Percentage (%)	20% Mark-up	
YEAR ONE			

Item NO.	DESCRIPTION	UNIT	UNIT PRICE
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LOCATION: 4200 LEELAND

1 Full Service Grounds Maintenance per Specifications, Exhibit B	JANUARY		\$672.00 per month
	FEBRUARY		\$672.00 per month
	MARCH		\$672.00 per month
	APRIL		\$1,008.00 per month
	MAY		\$1,344.00 per month
	JUNE		\$1,680.00 per month
	JULY		\$1,680.00 per month
	AUGUST		\$1,680.00 per month
	SEPTEMBER		\$1,344.00 per month
	OCTOBER		\$1,008.00 per month
	NOVEMBER		\$672.00 per month
	DECEMBER		\$672.00 per month

2 LABOR RATE FOR ADDITIONAL SERVICES, AS NEEDED

Labor Rate for Additional Services as needed	per hour	\$100.00 per hour
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Additional Materials as needed at Actual Cost Plus Mark-up Percentage (%)	Mark-up Percentage 20%	
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SUBTOTAL FOR : 4200 LEELAND LOCATION FOR YEAR ONE

LOCATION: 4215 LEELAND

1 Full Service Grounds Maintenance per Specifications, Exhibit B	JANUARY		\$672.00 per month
	FEBRUARY		\$672.00 per month
	MARCH		\$672.00 per month
	APRIL		\$1,008.00 per month
	MAY		\$1,344.00 per month
	JUNE		\$1,680.00 per month
	JULY		\$1,680.00 per month
	AUGUST		\$1,680.00 per month
	SEPTEMBER		\$1,344.00 per month
	OCTOBER		\$1,008.00 per month
	NOVEMBER		\$672.00 per month
	DECEMBER		\$672.00 per month

2 LABOR RATE FOR ADDITIONAL SERVICES, AS NEEDED

Labor Rate for Additional Services as needed	per hour	\$100.00 per hour
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Additional Materials as needed at Actual Cost	Mark-up Percentage 20%	
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YEAR ONE

Item NO.	DESCRIPTION	UNIT	UNIT PRICE
LOCATION: 6922 Old Katy Rd.			
1	Full Service Grounds Maintenance per Specifications, Exhibit B	JANUARY	\$336.00 per month
		FEBRUARY	\$336.00 per month
		MARCH	\$1,008.00 per month
		APRIL	\$1,344.00 per month
		MAY	\$1,344.00 per month
		JUNE	\$1,344.00 per month
		JULY	\$1,344.00 per month
		AUGUST	\$1,344.00 per month
		SEPTEMBER	\$1,344.00 per month
		OCTOBER	\$1,344.00 per month
		NOVEMBER	\$672.00 per month
		DECEMBER	\$672.00 per month
2 PLANT ANNUALS/PERENNIALS, PER SPECIFICATIONS, EXHIBIT B			
	Small Bed	March	\$100.00 per month
		July	\$100.00 per month
		October	\$100.00 per month
	Medium Bed	March	\$150.00 per month
		July	\$150.00 per month
		October	\$150.00 per month
	Large Bed	March	\$200.00 per month
		July	\$200.00 per month
		October	\$200.00 per month
3	Remove and Replace Shrubs per Specifications in Exhibit B	each	\$15.00 each
4	Remove and Replace Trees per Specifications in Exhibit B	each	\$25.00 each
5	Pest Control Treatment as needed		
A	Trees	1 application X 3 =	\$450.00 per application
B	Shrubs	1 application X 3 =	\$450.00 per application
C	Turf	1 application X 3 =	\$450.00 per application
6	Labor Rate for Additional Services as needed	per hour	\$100.00 per hour
7	Additional Materials as needed at Actual Cost	Mark-up Percentage 20%	

YEAR ONE

LOCATION: 6342 Fairdale			
1	Full Service Grounds Maintenance per Specifications, Exhibit B	JANUARY	\$672.00 per month
		FEBRUARY	\$672.00 per month

Item NO.	DESCRIPTION	UNIT	UNIT PRICE
		MARCH	\$672.00 per month
		APRIL	\$1,008.00 per month
		MAY	\$1,008.00 per month
		JUNE	\$1,344.00 per month
		JULY	\$1,344.00 per month
		AUGUST	\$1,344.00 per month
		SEPTEMBE	\$1,008.00 per month
		OCTOBER	\$672.00 per month
		NOVEMBER	\$672.00 per month
		DECEMBER	\$672.00 per month

2 LABOR RATE FOR ADDITIONAL SERVICES, AS NEEDED

Labor Rate for Additional Services as needed Per hour \$100.00 per hour

Additional Materials as needed at Actual Cost Mark-up Percentage 20%

YEAR ONE

LOCATION: NE Quadrant HQ, 802 E. Burress

1 Full Service Grounds Maintenance per Specifications, Exhibit B

JANUARY	\$336.00 per month
FEBRUARY	\$336.00 per month
MARCH	\$672.00 per month
APRIL	\$672.00 per month
MAY	\$1,344.00 per month
JUNE	\$1,344.00 per month
JULY	\$1,344.00 per month
AUGUST	\$1,344.00 per month
SEPTEMBE	\$1,344.00 per month
OCTOBER	\$672.00 per month
NOVEMBER	\$336.00 per month
DECEMBER	\$336.00 per month

2 PLANT ANNUALS/PERENNIALS, PER SPECIFICATIONS, EXHIBIT B

Small Bed	March	\$100.00 per month
	July	\$100.00 per month
	October	\$100.00 per month
Medium Bed	March	\$150.00 per month
	July	\$150.00 per month
	October	\$150.00 per month
Large Bed	March	\$200.00 per month
	July	\$200.00 per month
	October	\$200.00 per month

Item NO.	DESCRIPTION	UNIT	UNIT PRICE
3	Remove and Replace Shrubs per Specifications in Exhibit B	each	\$15.00 each
4	Remove and Replace Trees per Specifications in Exhibit B	each=	\$25.00 each
5	Pest Control Treatment as needed		
A	Trees	1 application X 3 =	\$450.00 per application
B	Shrubs	1 application X 3 =	\$450.00 per application
C	Turf	1 application X 3 =	\$450.00 per application
6	Labor Rate for Additional Services as needed	Per hour	\$100.00 per hour
7	Additional Materials as needed at Actual Cost	Mark-up Percentage 20%	

YEAR ONE

LOCATION: SE Quadrant HQ, 2700 Dalton

1 Full Service Grounds Maintenance per Specifications, Exhibit B

JANUARY	\$336.00 per month
FEBRUARY	\$336.00 per month
MARCH	\$672.00 per month
APRIL	\$672.00 per month
MAY	\$1,344.00 per month
JUNE	\$1,344.00 per month
JULY	\$1,344.00 per month
AUGUST	\$1,344.00 per month
SEPTEMBER	\$1,344.00 per month
OCTOBER	\$672.00 per month
NOVEMBER	\$336.00 per month
DECEMBER	\$336.00 per month

2 PLANT ANNUALS/PERENNIALS, PER SPECIFICATIONS, EXHIBIT B

Small Bed	March	\$100.00 per month
	July	\$100.00 per month
	October	\$100.00 per month
Medium Bed	March	\$150.00 per month
	July	\$150.00 per month
	October	\$150.00 per month
Large Bed	March	\$200.00 per month
	July	\$200.00 per month
	October	\$200.00 per month

3	Remove and Replace Shrubs per Specifications in Exhibit B	each	\$15.00 each
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Item NO.	DESCRIPTION	UNIT	UNIT PRICE
4	Remove and Replace Trees per Specifications in Exhibit B	each	\$25.00 each
5	Pest Control Treatment as needed		
A	Trees	1 application X 3 =	\$450.00 per application
B	Shrubs	1 application X 3 =	\$450.00 per application
C	Turf	1 application X 3 =	\$450.00 per application
6	Labor Rate for Additional Services as needed	per hour	\$100.00 per hour
7	Additional Materials as needed at Actual Cost	Mark-up Percentage 20%	

YEAR ONE

LOCATION: NW Quadrant HQ, 5900 Teague

1	Full Service Grounds Maintenance per Specifications, Exhibit B	JANUARY	\$336.00 per month
		FEBRUARY	\$336.00 per month
		MARCH	\$672.00 per month
		APRIL	\$672.00 per month
		MAY	\$1,344.00 per month
		JUNE	\$1,344.00 per month
		JULY	\$1,344.00 per month
		AUGUST	\$1,344.00 per month
		SEPTEMBER	\$1,344.00 per month
		OCTOBER	\$672.00 per month
		NOVEMBER	\$336.00 per month
		DECEMBER	\$336.00 per month
2	PLANT ANNUALS/PERENNIALS, PER SPECIFICATIONS, EXHIBIT B		
	Small Bed	March	\$100.00 Per Month
		July	\$100.00 per month
		October	\$100.00 per month
	Medium Bed	March	\$150.00 per month
		July	\$150.00 per month
		October	\$150.00 per month
	Large Bed	March	\$200.00 per month
		July	\$200.00 per month
		October	\$200.00 per month
3	Remove and Replace Shrubs per Specifications in Exhibit B	each=	\$15.00 each
4	Remove and Replace Trees per Specifications in Exhibit B	each	\$25.00 each

Item NO.	DESCRIPTION	UNIT	UNIT PRICE
5	Pest Control Treatment as needed		
A	Trees	1 application X 3 =	\$450.00 per application
B	Shrubs	1 application X 3 =	\$450.00 per application
C	Turf	1 application X 3 =	\$450.00 per application
6	Labor Rate for Additional Services as needed	Per hour	\$100.00 per hour
7	Additional Materials as needed at Actual Cost	Mark-up Percentage 20%	

YEAR ONE

SW Quadrant HQ, 7101 Renwick

1 Full Service Grounds Maintenance per Specifications, Exhibit B

JANUARY	\$336.00 per month
FEBRUARY	\$336.00 per month
MARCH	\$672.00 per month
APRIL	\$672.00 per month
MAY	\$1,344.00 per month
JUNE	\$1,344.00 per month
JULY	\$1,344.00 per month
AUGUST	\$1,344.00 per month
SEPTEMBER	\$1,344.00 per month
OCTOBER	\$672.00 per month
NOVEMBER	\$336.00 per month
DECEMBER	\$336.00 per month

**2 PLANT ANNUALS/PERENNIALS,
PER SPECIFICATIONS, EXHIBIT B**

Small Bed	March	\$100.00 per month
	July	\$100.00 per month
	October	\$100.00 per month

Medium Bed	March	\$150.00 per month
	July	\$150.00 per month
	October	\$150.00 per month

Large Bed	March	\$200.00 per month
	July	\$200.00 per month
	October	\$200.00 per month

3 Remove and Replace Shrubs per Specifications in Exhibit B each \$15.00 each

4 Remove and Replace Trees per Specifications in Exhibit B each \$25.00 each

5 Pest Control Treatment as needed

A	Trees	1 application X 3 =	\$450.00 per application
B	Shrubs	1 application X 3 =	\$450.00 per application

Item NO.	DESCRIPTION	UNIT	UNIT PRICE
	C Turf	1 application X 3 =	\$450.00 per application
6	Labor Rate for Additional Services as needed	Per hour	\$100.00 per hour
7	Additional Materials as needed at Actual Cost Plus Mark-up Percentage (%)	Mark-up Percentage 20%	

YEAR ONE

LOCATION: 10500 Bellaire, Wastewater Operations

1	Full Service Grounds Maintenance per Specifications, Exhibit B	JANUARY	\$336.00 per month
		FEBRUARY	\$336.00 per month
		MARCH	\$672.00 per month
		APRIL	\$672.00 per month
		MAY	\$1,344.00 per month
		JUNE	\$1,344.00 per month
		JULY	\$1,344.00 per month
		AUGUST	\$1,344.00 per month
		SEPTEMBER	\$1,344.00 per month
		OCTOBER	\$672.00 per month
		NOVEMBER	\$336.00 per month
		DECEMBER	\$336.00 per month

2 PLANT ANNUALS/PERENNIALS, PER SPECIFICATIONS, EXHIBIT B

	Small Bed	March	\$100.00 per month
		July	\$100.00 per month
		October	\$100.00 per month
	Medium Bed	March	\$150.00 per month
		July	\$150.00 per month
		October	\$150.00 per month
	Large Bed	March	\$200.00 per month
		July	\$200.00 per month
		October	\$200.00 per month
3	Remove and Replace Shrubs per Specifications in Exhibit B	each	\$15.00 each
4	Remove and Replace Trees per Specifications in Exhibit B	each	\$25.00 each
5	Pest Control Treatment as needed		
A	Trees	1 application X 3 =	\$450.00 per application
B	Shrubs	1 application X 3 =	\$450.00 per application
C	Turf	1 application X 3 =	\$450.00 per application

Item NO.	DESCRIPTION	UNIT	UNIT PRICE
6	Labor Rate for Additional Services as needed	Per hour	\$100.00 per hour
7	Additional Materials as needed at Actual Cost	Mark-up Percentage 20%	

Fee Schedule Year Two

Item NO.	DESCRIPTION	UNIT	UNIT PRICE
YEAR Two			
LOCATION: 4501 LEELAND			
1	Full Service Grounds Maintenance per Section B	JANUARY FEBRUARY MARCH APRIL MAY JUNE JULY AUGUST SEPTEMBER OCTOBER NOVEMBER DECEMBER	\$672.00 per month \$672.00 per month \$1,344.00 per month \$672.00 per month \$672.00 per month
2 PLANT ANNUALS/PERENNIALS, PER SECTION B			
	Small Beds, 10 beds with 125 plants per bed to be planted in March, June, September and December (The number of beds to be planted may vary)	BED	\$100.00 per bed
	Medium Beds, 47 beds with 200 plants per bed to be planted in March, June, September and December (The number of beds to be planted may vary)	BED	\$150.00 per bed
	Large Beds, 8 beds with 300 plants per bed to be planted in March, June, September and December (The number of beds to be planted may vary)	BED	\$200.00 per bed
3	Remove and Replace Shrubs per Section B	each	\$15.00 each

Item NO.	DESCRIPTION	UNIT	UNIT PRICE
4	Remove and Replace Trees per Section B	each	\$25.00 each
5	Labor Rate for Additional Services as needed	hour	\$100.00 per hour
6	Materials for Additional Services as needed Additional Materials as needed at Actual Cost Plus Mark-up Percentage (%)	20% Mark-up	

YEAR Two

LOCATION: 4200 LEELAND

1 Full Service Grounds Maintenance per Specifications, Exhibit B	JANUARY	\$672.00 per month
	FEBRUARY	\$672.00 per month
	MARCH	\$672.00 per month
	APRIL	\$1,008.00 per month
	MAY	\$1,344.00 per month
	JUNE	\$1,680.00 per month
	JULY	\$1,680.00 per month
	AUGUST	\$1,680.00 per month
	SEPTEMBER	\$1,344.00 per month
	OCTOBER	\$1,008.00 per month
	NOVEMBER	\$672.00 per month
	DECEMBER	\$672.00 per month

2 LABOR RATE FOR ADDITIONAL SERVICES, AS NEEDED

Labor Rate for Additional Services as needed	per hour	\$100.00 per hour
Additional Materials as needed at Actual Cost Plus Mark-up Percentage (%)	Mark-up Percentage 20%	

Year Two

LOCATION: 4215 LEELAND

1 Full Service Grounds Maintenance per Specifications, Exhibit B	JANUARY	\$672.00 per month
	FEBRUARY	\$672.00 per month
	MARCH	\$672.00 per month
	APRIL	\$1,008.00 per month
	MAY	\$1,344.00 per month
	JUNE	\$1,680.00 per month
	JULY	\$1,680.00 per month
	AUGUST	\$1,680.00 per month
	SEPTEMBER	\$1,344.00 per month
	OCTOBER	\$1,008.00 per month
	NOVEMBER	\$672.00 per month
	DECEMBER	\$672.00 per month

Item NO.	DESCRIPTION	UNIT	UNIT PRICE
2 LABOR RATE FOR ADDITIONAL SERVICES, AS NEEDED			
	Labor Rate for Additional Services as needed	per hour	\$100.00 per hour
	Additional Materials as needed at Actual Cost	Mark-up Percentage 20%	
<hr/>			
YEAR Two			
LOCATION: 6922 Old Katy Rd.			
1 Full Service Grounds Maintenance per Specifications, Exhibit B			
		JANUARY	\$336.00 per month
		FEBRUARY	\$336.00 per month
		MARCH	\$1,008.00 per month
		APRIL	\$1,344.00 per month
		MAY	\$1,344.00 per month
		JUNE	\$1,344.00 per month
		JULY	\$1,344.00 per month
		AUGUST	\$1,344.00 per month
		SEPTEMBER	\$1,344.00 per month
		OCTOBER	\$1,344.00 per month
		NOVEMBER	\$672.00 per month
		DECEMBER	\$672.00 per month
2 PLANT ANNUALS/PERENNIALS, PER SPECIFICATIONS, EXHIBIT B			
	Small Bed	March	\$100.00 per month
		July	\$100.00 per month
		October	\$100.00 per month
	Medium Bed	March	\$150.00 per month
		July	\$150.00 per month
		October	\$150.00 per month
	Large Bed	March	\$200.00 per month
		July	\$200.00 per month
		October	\$200.00 per month
	3 Remove and Replace Shrubs per Specifications in Exhibit B	each	\$15.00 each
	4 Remove and Replace Trees per Specifications in Exhibit B	each	\$25.00 each
	5 Pest Control Treatment as needed		
	A Trees	1 application X 3 =	\$450.00 per application
	B Shrubs	1 application X 3 =	\$450.00 per application
	C Turf	1 application X 3 =	\$450.00 per application
	6 Labor Rate for Additional Services as needed	per hour	\$100.00 per hour

Item NO.	DESCRIPTION	UNIT	UNIT PRICE
		October	\$100.00 per month
	Medium Bed	March	\$150.00 per month
		July	\$150.00 per month
		October	\$150.00 per month
	Large Bed	March	\$200.00 per month
		July	\$200.00 per month
		October	\$200.00 per month
3	Remove and Replace Shrubs per Specifications in Exhibit B	each	\$15.00 each
4	Remove and Replace Trees per Specifications in Exhibit B	each	\$25.00 each
5	Pest Control Treatment as needed		
A	Trees	1 application X 3 =	\$450.00 per application
B	Shrubs	1 application X 3 =	\$450.00 per application
C	Turf	1 application X 3 =	\$450.00 per application
6	Labor Rate for Additional Services as needed	Per hour	\$100.00 per hour
7	Additional Materials as needed at Actual Cost	Mark-up Percentage 20%	

YEAR Two

LOCATION: SE Quadrant HQ, 2700 Dalton

1 Full Service Grounds Maintenance per Specifications, Exhibit B

JANUARY	\$336.00 per month
FEBRUARY	\$336.00 per month
MARCH	\$672.00 per month
APRIL	\$672.00 per month
MAY	\$1,344.00 per month
JUNE	\$1,344.00 per month
JULY	\$1,344.00 per month
AUGUST	\$1,344.00 per month
SEPTEMBER	\$1,344.00 per month
OCTOBER	\$672.00 per month
NOVEMBER	\$336.00 per month
DECEMBER	\$336.00 per month

2 PLANT ANNUALS/PERENNIALS, PER SPECIFICATIONS, EXHIBIT B

Small Bed	March	\$100.00 per month
	July	\$100.00 per month
	October	\$100.00 per month
Medium Bed	March	\$150.00 per month
	July	\$150.00 per month

Item NO.	DESCRIPTION	UNIT	UNIT PRICE
		October	\$150.00 per month
	Large Bed	March	\$200.00 per month
		July	\$200.00 per month
		October	\$200.00 per month
3	Remove and Replace Shrubs per Specifications in Exhibit B	each	\$15.00 each
4	Remove and Replace Trees per Specifications in Exhibit B	each	\$25.00 each
5	Pest Control Treatment as needed		
A	Trees	1 application X 3 =	\$450.00 per application
B	Shrubs	1 application X 3 =	\$450.00 per application
C	Turf	1 application X 3 =	\$450.00 per application
6	Labor Rate for Additional Services as needed	per hour	\$100.00 per hour
7	Additional Materials as needed at Actual Cost	Mark-up Percentage 20%	

YEAR Two

LOCATION: NW Quadrant HQ, 5900 Teague

1	Full Service Grounds Maintenance per Specifications, Exhibit B	JANUARY	\$336.00 per month
		FEBRUARY	\$336.00 per month
		MARCH	\$672.00 per month
		APRIL	\$672.00 per month
		MAY	\$1,344.00 per month
		JUNE	\$1,344.00 per month
		JULY	\$1,344.00 per month
		AUGUST	\$1,344.00 per month
		SEPTEMBER	\$1,344.00 per month
		OCTOBER	\$672.00 per month
		NOVEMBER	\$336.00 per month
		DECEMBER	\$336.00 per month

**2 PLANT ANNUALS/PERENNIALS,
PER SPECIFICATIONS, EXHIBIT B**

	Small Bed	March	\$100.00 Per Month
		July	\$100.00 per month
		October	\$100.00 per month
	Medium Bed	March	\$150.00 per month
		July	\$150.00 per month
		October	\$150.00 per month
	Large Bed	March	\$200.00 per month

Item NO.	DESCRIPTION	UNIT	UNIT PRICE
		July	\$200.00 per month
		October	\$200.00 per month
3	Remove and Replace Shrubs per Specifications in Exhibit B	each	\$15.00 each
4	Remove and Replace Trees per Specifications in Exhibit B	each	\$25.00 each
5	Pest Control Treatment as needed		
A	Trees	1 application X 3 =	\$450.00 per application
B	Shrubs	1 application X 3 =	\$450.00 per application
C	Turf	1 application X 3 =	\$450.00 per application
6	Labor Rate for Additional Services as needed	Per hour	\$100.00 per hour
7	Additional Materials as needed at Actual Cost	Mark-up Percentage 20%	

YEAR Two

SW Quadrant HQ, 7101 Renwick

1 Full Service Grounds Maintenance per Specifications, Exhibit B

JANUARY	\$336.00 per month
FEBRUARY	\$336.00 per month
MARCH	\$672.00 per month
APRIL	\$672.00 per month
MAY	\$1,344.00 per month
JUNE	\$1,344.00 per month
JULY	\$1,344.00 per month
AUGUST	\$1,344.00 per month
SEPTEMBER	\$1,344.00 per month
OCTOBER	\$672.00 per month
NOVEMBER	\$336.00 per month
DECEMBER	\$336.00 per month

**2 PLANT ANNUALS/PERENNIALS,
PER SPECIFICATIONS, EXHIBIT B**

Small Bed	March	\$100.00 per month
	July	\$100.00 per month
	October	\$100.00 per month
Medium Bed	March	\$150.00 per month
	July	\$150.00 per month
	October	\$150.00 per month
Large Bed	March	\$200.00 per month
	July	\$200.00 per month
	October	\$200.00 per month

Item NO.	DESCRIPTION	UNIT	UNIT PRICE
3	Remove and Replace Shrubs per Specifications in Exhibit B	each	\$15.00 each
4	Remove and Replace Trees per Specifications in Exhibit B	each	\$25.00 each
5	Pest Control Treatment as needed		
A	Trees	1 application X 3 =	\$450.00 per application
B	Shrubs	1 application X 3 =	\$450.00 per application
C	Turf	1 application X 3 =	\$450.00 per application
6	Labor Rate for Additional Services as needed	Per hour	\$100.00 per hour
7	Additional Materials as needed at Actual Cost Plus Mark-up Percentage (%)	Mark-up Percentage 20%	

YEAR Two

LOCATION: 10500 Bellaire, Wastewater Operations

1 Full Service Grounds Maintenance per Specifications, Exhibit B

JANUARY	\$336.00 per month
FEBRUARY	\$336.00 per month
MARCH	\$672.00 per month
APRIL	\$672.00 per month
MAY	\$1,344.00 per month
JUNE	\$1,344.00 per month
JULY	\$1,344.00 per month
AUGUST	\$1,344.00 per month
SEPTEMBER	\$1,344.00 per month
OCTOBER	\$672.00 per month
NOVEMBER	\$336.00 per month
DECEMBER	\$336.00 per month

2 PLANT ANNUALS/PERENNIALS, PER SPECIFICATIONS, EXHIBIT B

Small Bed	March	\$100.00 per month
	July	\$100.00 per month
	October	\$100.00 per month
Medium Bed	March	\$150.00 per month
	July	\$150.00 per month
	October	\$150.00 per month
Large Bed	March	\$200.00 per month
	July	\$200.00 per month
	October	\$200.00 per month

3 Remove and Replace Shrubs per Specifications in Exhibit B

each	\$15.00 each
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Item NO.	DESCRIPTION	UNIT	UNIT PRICE
4	Remove and Replace Trees per Specifications in Exhibit B	each	\$25.00 each
5	Pest Control Treatment as needed		
A	Trees	1 application X 3 =	\$450.00 per application
B	Shrubs	1 application X 3 =	\$450.00 per application
C	Turf	1 application X 3 =	\$450.00 per application
6	Labor Rate for Additional Services as needed	Per hour	\$100.00 per hour
7	Additional Materials as needed at Actual Cost	Mark-up Percentage 20%	

Fee Schedule Year Three

Item NO.	DESCRIPTION	UNIT	UNIT PRICE
YEAR Three			
LOCATION: 4501 LEELAND			
1	Full Service Grounds Maintenance per Section B		
		JANUARY	\$672.00 per month
		FEBRUARY	\$672.00 per month
		MARCH	\$1,344.00 per month
		APRIL	\$1,344.00 per month
		MAY	\$1,344.00 per month
		JUNE	\$1,344.00 per month
		JULY	\$1,344.00 per month
		AUGUST	\$1,344.00 per month
		SEPTEMBER	\$1,344.00 per month
		OCTOBER	\$1,344.00 per month
		NOVEMBER	\$672.00 per month
		DECEMBER	\$672.00 per month
2	PLANT ANNUALS/PERENNIALS, PER SECTION B		
	Small Beds, 10 beds with 125 plants per bed to be planted in March, June, September and December (The number of beds to be planted may vary)	BED	\$100.00 per bed
	Medium Beds, 47 beds with 200 plants	BED	\$150.00 per bed

Item NO.	DESCRIPTION	UNIT	UNIT PRICE
	per bed to be planted in March, June, September and December (The number of beds to be planted may vary)		
	Large Beds, 8 beds with 300 plants per bed to be planted in March, June, September and December (The number of beds to be planted may vary)	BED	\$200.00 per bed
3	Remove and Replace Shrubs per Section B	each	\$15.00 each
4	Remove and Replace Trees per Section B	each	\$25.00 each
5	Labor Rate for Additional Services as needed	hour	\$100.00 per hour
6	Materials for Additional Services as needed Additional Materials as needed at Actual Cost Plus Mark-up Percentage (%)	20% Mark-up	

YEAR Three

LOCATION: 4200 LEELAND

1 Full Service Grounds Maintenance per Specifications, Exhibit B

JANUARY	\$672.00 per month
FEBRUARY	\$672.00 per month
MARCH	\$672.00 per month
APRIL	\$1,008.00 per month
MAY	\$1,344.00 per month
JUNE	\$1,680.00 per month
JULY	\$1,680.00 per month
AUGUST	\$1,680.00 per month
SEPTEMBER	\$1,344.00 per month
OCTOBER	\$1,008.00 per month
NOVEMBER	\$672.00 per month
DECEMBER	\$672.00 per month

2 LABOR RATE FOR ADDITIONAL SERVICES, AS NEEDED

Labor Rate for Additional Services as needed

per hour \$100.00 per hour

Additional Materials as needed at Actual Cost
Plus Mark-up Percentage (%)

Mark-up Percentage 20%

Year Three

LOCATION: 4215 LEELAND

1 Full Service Grounds Maintenance per Specifications, Exhibit B

JANUARY	\$672.00 per month
FEBRUARY	\$672.00 per month

Item NO.	DESCRIPTION	UNIT	UNIT PRICE
		MARCH	\$672.00 per month
		APRIL	\$1,008.00 per month
		MAY	\$1,344.00 per month
		JUNE	\$1,680.00 per month
		JULY	\$1,680.00 per month
		AUGUST	\$1,680.00 per month
		SEPTEMBER	\$1,344.00 per month
		OCTOBER	\$1,008.00 per month
		NOVEMBER	\$672.00 per month
		DECEMBER	\$672.00 per month

2 LABOR RATE FOR ADDITIONAL SERVICES, AS NEEDED

Labor Rate for Additional Services as needed	per hour	\$100.00 per hour
Additional Materials as needed at Actual Cost	Mark-up Percentage 20%	

YEAR Three

LOCATION: 6922 Old Katy Rd.

1 Full Service Grounds Maintenance per Specifications, Exhibit B

JANUARY	\$336.00 per month
FEBRUARY	\$336.00 per month
MARCH	\$1,008.00 per month
APRIL	\$1,344.00 per month
MAY	\$1,344.00 per month
JUNE	\$1,344.00 per month
JULY	\$1,344.00 per month
AUGUST	\$1,344.00 per month
SEPTEMBER	\$1,344.00 per month
OCTOBER	\$1,344.00 per month
NOVEMBER	\$672.00 per month
DECEMBER	\$672.00 per month

2 PLANT ANNUALS/PERENNIALS, PER SPECIFICATIONS, EXHIBIT B

Small Bed	March	\$100.00 per month
	July	\$100.00 per month
	October	\$100.00 per month
Medium Bed	March	\$150.00 per month
	July	\$150.00 per month
	October	\$150.00 per month
Large Bed	March	\$200.00 per month
	July	\$200.00 per month
	October	\$200.00 per month
3 Remove and Replace Shrubs per Specifications in Exhibit B	each	\$15.00 each

Item NO.	DESCRIPTION	UNIT	UNIT PRICE
4	Remove and Replace Trees per Specifications in Exhibit B	each	\$25.00 each
5	Pest Control Treatment as needed		
A	Trees	1 application X 3 =	\$450.00 per application
B	Shrubs	1 application X 3 =	\$450.00 per application
C	Turf	1 application X 3 =	\$450.00 per application
6	Labor Rate for Additional Services as needed	per hour	\$100.00 per hour
7	Additional Materials as needed at Actual Cost	Mark-up Percentage 20%	
YEAR Three			

LOCATION: 6342 Fairdale

1 Full Service Grounds Maintenance per Specifications, Exhibit B

JANUARY	\$672.00 per month
FEBRUARY	\$672.00 per month
MARCH	\$672.00 per month
APRIL	\$1,008.00 per month
MAY	\$1,008.00 per month
JUNE	\$1,344.00 per month
JULY	\$1,344.00 per month
AUGUST	\$1,344.00 per month
SEPTEMBER	\$1,008.00 per month
OCTOBER	\$672.00 per month
NOVEMBER	\$672.00 per month
DECEMBER	\$672.00 per month

2 LABOR RATE FOR ADDITIONAL SERVICES, AS NEEDED

Labor Rate for Additional Services as needed

Per hour \$100.00 per hour

Additional Materials as needed at Actual Cost

Mark-up Percentage 20%

YEAR Three

LOCATION: NE Quadrant HQ, 802 E. Burress

1 Full Service Grounds Maintenance per Specifications, Exhibit B

JANUARY	\$336.00 per month
FEBRUARY	\$336.00 per month
MARCH	\$672.00 per month
APRIL	\$672.00 per month
MAY	\$1,344.00 per month
JUNE	\$1,344.00 per month
JULY	\$1,344.00 per month
AUGUST	\$1,344.00 per month

Item NO.	DESCRIPTION	UNIT	UNIT PRICE
		SEPTEMBER	\$1,344.00 per month
		OCTOBER	\$672.00 per month
		NOVEMBER	\$336.00 per month
		DECEMBER	\$336.00 per month
2 PLANT ANNUALS/PERENNIALS, PER SPECIFICATIONS, EXHIBIT B			
	Small Bed	March	\$100.00 per month
		July	\$100.00 per month
		October	\$100.00 per month
	Medium Bed	March	\$150.00 per month
		July	\$150.00 per month
		October	\$150.00 per month
	Large Bed	March	\$200.00 per month
		July	\$200.00 per month
		October	\$200.00 per month
3	Remove and Replace Shrubs per Specifications in Exhibit B	each	\$15.00 each
4	Remove and Replace Trees per Specifications in Exhibit B	each	\$25.00 each
5	Pest Control Treatment as needed		
	A Trees	1 application X 3 =	\$450.00 per application
	B Shrubs	1 application X 3 =	\$450.00 per application
	C Turf	1 application X 3 =	\$450.00 per application
6	Labor Rate for Additional Services as needed	Per hour	\$100.00 per hour
7	Additional Materials as needed at Actual Cost	Mark-up Percentage 20%	

YEAR Three

LOCATION: SE Quadrant HQ, 2700 Dalton

1	Full Service Grounds Maintenance per Specifications, Exhibit B	JANUARY	\$336.00 per month
		FEBRUARY	\$336.00 per month
		MARCH	\$672.00 per month
		APRIL	\$672.00 per month
		MAY	\$1,344.00 per month
		JUNE	\$1,344.00 per month
		JULY	\$1,344.00 per month
		AUGUST	\$1,344.00 per month
		SEPTEMBER	\$1,344.00 per month
		OCTOBER	\$672.00 per month
		NOVEMBER	\$336.00 per month
		DECEMBER	\$336.00 per month

Item NO.	DESCRIPTION	UNIT	UNIT PRICE
2 PLANT ANNUALS/PERENNIALS, PER SPECIFICATIONS, EXHIBIT B			
Small Bed		March	\$100.00 per month
		July	\$100.00 per month
		October	\$100.00 per month
Medium Bed		March	\$150.00 per month
		July	\$150.00 per month
		October	\$150.00 per month
Large Bed		March	\$200.00 per month
		July	\$200.00 per month
		October	\$200.00 per month
3	Remove and Replace Shrubs per Specifications in Exhibit B	each	\$15.00 each
4	Remove and Replace Trees per Specifications in Exhibit B	each	\$25.00 each
5	Pest Control Treatment as needed		
A	Trees	1 application X 3 =	\$450.00 per application
B	Shrubs	1 application X 3 =	\$450.00 per application
C	Turf	1 application X 3 =	\$450.00 per application
6	Labor Rate for Additional Services as needed	per hour	\$100.00 per hour
7	Additional Materials as needed at Actual Cost	Mark-up Percentage 20%	
<hr/> YEAR Three <hr/>			

LOCATION: NW Quadrant HQ, 5900 Teague

1 Full Service Grounds Maintenance per Specifications, Exhibit B

JANUARY	\$336.00 per month
FEBRUARY	\$336.00 per month
MARCH	\$672.00 per month
APRIL	\$672.00 per month
MAY	\$1,344.00 per month
JUNE	\$1,344.00 per month
JULY	\$1,344.00 per month
AUGUST	\$1,344.00 per month
SEPTEMBER	\$1,344.00 per month
OCTOBER	\$672.00 per month
NOVEMBER	\$336.00 per month
DECEMBER	\$336.00 per month

**2 PLANT ANNUALS/PERENNIALS,
PER SPECIFICATIONS, EXHIBIT B**

Item NO.	DESCRIPTION	UNIT	UNIT PRICE
	Small Bed	March	\$100.00 Per Month
		July	\$100.00 per month
		October	\$100.00 per month
	Medium Bed	March	\$150.00 per month
		July	\$150.00 per month
		October	\$150.00 per month
	Large Bed	March	\$200.00 per month
		July	\$200.00 per month
		October	\$200.00 per month
3	Remove and Replace Shrubs per Specifications in Exhibit B	each	\$15.00 each
4	Remove and Replace Trees per Specifications in Exhibit B	each	\$25.00 each
5	Pest Control Treatment as needed		
A	Trees	1 application X 3 =	\$450.00 per application
B	Shrubs	1 application X 3 =	\$450.00 per application
C	Turf	1 application X 3 =	\$450.00 per application
6	Labor Rate for Additional Services as needed	Per hour	\$100.00 per hour
7	Additional Materials as needed at Actual Cost	Mark-up Percentage 20%	

YEAR Three

SW Quadrant HQ, 7101 Renwick

1 Full Service Grounds Maintenance per Specifications, Exhibit B

JANUARY	\$336.00 per month
FEBRUARY	\$336.00 per month
MARCH	\$672.00 per month
APRIL	\$672.00 per month
MAY	\$1,344.00 per month
JUNE	\$1,344.00 per month
JULY	\$1,344.00 per month
AUGUST	\$1,344.00 per month
SEPTEMBER	\$1,344.00 per month
OCTOBER	\$672.00 per month
NOVEMBER	\$336.00 per month
DECEMBER	\$336.00 per month

2 PLANT ANNUALS/PERENNIALS,
PER SPECIFICATIONS, EXHIBIT B

Small Bed	March	\$100.00 per month
	July	\$100.00 per month

Item NO.	DESCRIPTION	UNIT	UNIT PRICE
		October	\$100.00 per month
	Medium Bed	March	\$150.00 per month
		July	\$150.00 per month
		October	\$150.00 per month
	Large Bed	March	\$200.00 per month
		July	\$200.00 per month
		October	\$200.00 per month
3	Remove and Replace Shrubs per Specifications in Exhibit B	each	\$15.00 each
4	Remove and Replace Trees per Specifications in Exhibit B	each	\$25.00 each
5	Pest Control Treatment as needed		
A	Trees	1 application X 3 =	\$450.00 per application
B	Shrubs	1 application X 3 =	\$450.00 per application
C	Turf	1 application X 3 =	\$450.00 per application
6	Labor Rate for Additional Services as needed	Per hour	\$100.00 per hour
7	Additional Materials as needed at Actual Cost Plus Mark-up Percentage (%)	Mark-up Percentage 20%	

YEAR Three

LOCATION: 10500 Bellaire, Wastewater Operations

1 Full Service Grounds Maintenance per Specifications, Exhibit B

JANUARY	\$336.00 per month
FEBRUARY	\$336.00 per month
MARCH	\$672.00 per month
APRIL	\$672.00 per month
MAY	\$1,344.00 per month
JUNE	\$1,344.00 per month
JULY	\$1,344.00 per month
AUGUST	\$1,344.00 per month
SEPTEMBER	\$1,344.00 per month
OCTOBER	\$672.00 per month
NOVEMBER	\$336.00 per month
DECEMBER	\$336.00 per month

2 PLANT ANNUALS/PERENNIALS, PER SPECIFICATIONS, EXHIBIT B

Small Bed

March	\$100.00 per month
July	\$100.00 per month
October	\$100.00 per month

Item NO.	DESCRIPTION	UNIT	UNIT PRICE
	Medium Bed	March	\$150.00 per month
		July	\$150.00 per month
		October	\$150.00 per month
	Large Bed	March	\$200.00 per month
		July	\$200.00 per month
		October	\$200.00 per month
3	Remove and Replace Shrubs per Specifications in Exhibit B	each	\$15.00 each
4	Remove and Replace Trees per Specifications in Exhibit B	each	\$25.00 each
5	Pest Control Treatment as needed		
A	Trees	1 application X 3 =	\$450.00 per application
B	Shrubs	1 application X 3 =	\$450.00 per application
C	Turf	1 application X 3 =	\$450.00 per application
6	Labor Rate for Additional Services as needed	Per hour	\$100.00 per hour
7	Additional Materials as needed at Actual Cost	Mark-up Percentage 20%	

Fee Schedule Year 4 (Option Year one)

Item NO.	DESCRIPTION	UNIT	UNIT PRICE
YEAR Four (Option Year one)			
LOCATION: 4501 LEELAND			
1	Full Service Grounds Maintenance per Section B	JANUARY	\$672.00 per month
		FEBRUARY	\$672.00 per month
		MARCH	\$1,344.00 per month
		APRIL	\$1,344.00 per month
		MAY	\$1,344.00 per month
		JUNE	\$1,344.00 per month
		JULY	\$1,344.00 per month
		AUGUST	\$1,344.00 per month
		SEPTEMBER	\$1,344.00 per month
		OCTOBER	\$1,344.00 per month

Item NO.	DESCRIPTION	UNIT	UNIT PRICE
		NOVEMBER	\$672.00 per month
		DECEMBER	\$672.00 per month
2	PLANT ANNUALS/PERENNIALS, PER SECTION B		
	Small Beds, 10 beds with 125 plants per bed to be planted in March, June, September and December (The number of beds to be planted may vary)	BED	\$100.00 per bed
	Medium Beds, 47 beds with 200 plants per bed to be planted in March, June, September and December (The number of beds to be planted may vary)	BED	\$150.00 per bed
	Large Beds, 8 beds with 300 plants per bed to be planted in March, June, September and December (The number of beds to be planted may vary)	BED	\$200.00 per bed
3	Remove and Replace Shrubs per Section B	each	\$15.00 each
4	Remove and Replace Trees per Section B	each	\$25.00 each
5	Labor Rate for Additional Services as needed	hour	\$100.00 per hour
6	Materials for Additional Services as needed Additional Materials as needed at Actual Cost Plus Mark-up Percentage (%)	20% Mark-up	

YEAR Four

LOCATION: 4200 LEELAND

1 Full Service Grounds Maintenance per
Specifications, Exhibit B

JANUARY	\$672.00 per month
FEBRUARY	\$672.00 per month
MARCH	\$672.00 per month
APRIL	\$1,008.00 per month
MAY	\$1,344.00 per month
JUNE	\$1,680.00 per month
JULY	\$1,680.00 per month
AUGUST	\$1,680.00 per month
SEPTEMBER	\$1,344.00 per month
OCTOBER	\$1,008.00 per month
NOVEMBER	\$672.00 per month
DECEMBER	\$672.00 per month

2 LABOR RATE FOR ADDITIONAL
SERVICES, AS NEEDED

Item NO.	DESCRIPTION	UNIT	UNIT PRICE
		October	\$100.00 per month
	Medium Bed	March	\$150.00 per month
		July	\$150.00 per month
		October	\$150.00 per month
	Large Bed	March	\$200.00 per month
		July	\$200.00 per month
		October	\$200.00 per month
3	Remove and Replace Shrubs per Specifications in Exhibit B	each	\$15.00 each
4	Remove and Replace Trees per Specifications in Exhibit B	each	\$25.00 each
5	Pest Control Treatment as needed		
A	Trees	1 application X 3 =	\$450.00 per application
B	Shrubs	1 application X 3 =	\$450.00 per application
C	Turf	1 application X 3 =	\$450.00 per application
6	Labor Rate for Additional Services as needed	per hour	\$100.00 per hour
7	Additional Materials as needed at Actual Cost	Mark-up Percentage 20%	

YEAR Four

LOCATION: 6342 Fairdale

1 Full Service Grounds Maintenance per Specifications, Exhibit B

JANUARY	\$672.00 per month
FEBRUARY	\$672.00 per month
MARCH	\$672.00 per month
APRIL	\$1,008.00 per month
MAY	\$1,008.00 per month
JUNE	\$1,344.00 per month
JULY	\$1,344.00 per month
AUGUST	\$1,344.00 per month
SEPTEMBER	\$1,008.00 per month
OCTOBER	\$672.00 per month
NOVEMBER	\$672.00 per month
DECEMBER	\$672.00 per month

2 LABOR RATE FOR ADDITIONAL SERVICES, AS NEEDED

Labor Rate for Additional Services as needed

Per hour \$100.00 per hour

Additional Materials as needed at Actual Cost

Mark-up Percentage 20%

YEAR Four

Item NO.	DESCRIPTION	UNIT	UNIT PRICE
LOCATION: NE Quadrant HQ, 802 E. Burress			
1	Full Service Grounds Maintenance per Specifications, Exhibit B	JANUARY	\$336.00 per month
		FEBRUARY	\$336.00 per month
		MARCH	\$672.00 per month
		APRIL	\$672.00 per month
		MAY	\$1,344.00 per month
		JUNE	\$1,344.00 per month
		JULY	\$1,344.00 per month
		AUGUST	\$1,344.00 per month
		SEPTEMBER	\$1,344.00 per month
		OCTOBER	\$672.00 per month
		NOVEMBER	\$336.00 per month
		DECEMBER	\$336.00 per month
2 PLANT ANNUALS/PERENNIALS, PER SPECIFICATIONS, EXHIBIT B			
	Small Bed	March	\$100.00 per month
		July	\$100.00 per month
		October	\$100.00 per month
	Medium Bed	March	\$150.00 per month
		July	\$150.00 per month
		October	\$150.00 per month
	Large Bed	March	\$200.00 per month
		July	\$200.00 per month
		October	\$200.00 per month
3	Remove and Replace Shrubs per Specifications in Exhibit B	each	\$15.00 each
4	Remove and Replace Trees per Specifications in Exhibit B	each	\$25.00 each
5	Pest Control Treatment as needed		
A	Trees	1 application X 3 =	\$450.00 per application
B	Shrubs	1 application X 3 =	\$450.00 per application
C	Turf	1 application X 3 =	\$450.00 per application
6	Labor Rate for Additional Services as needed	Per hour	\$100.00 per hour
7	Additional Materials as needed at Actual Cost	Mark-up Percentage 20%	

YEAR Four

LOCATION: SE Quadrant HQ, 2700 Dalton

1 Full Service Grounds Maintenance per

Item NO.	DESCRIPTION	UNIT	UNIT PRICE
	Specifications, Exhibit B	JANUARY	\$336.00 per month
		FEBRUARY	\$336.00 per month
		MARCH	\$672.00 per month
		APRIL	\$672.00 per month
		MAY	\$1,344.00 per month
		JUNE	\$1,344.00 per month
		JULY	\$1,344.00 per month
		AUGUST	\$1,344.00 per month
		SEPTEMBER	\$1,344.00 per month
		OCTOBER	\$672.00 per month
		NOVEMBER	\$336.00 per month
		DECEMBER	\$336.00 per month
2 PLANT ANNUALS/PERENNIALS, PER SPECIFICATIONS, EXHIBIT B			
	Small Bed	March	\$100.00 per month
		July	\$100.00 per month
		October	\$100.00 per month
	Medium Bed	March	\$150.00 per month
		July	\$150.00 per month
		October	\$150.00 per month
	Large Bed	March	\$200.00 per month
		July	\$200.00 per month
		October	\$200.00 per month
	3 Remove and Replace Shrubs per Specifications in Exhibit B	each	\$15.00 each
	4 Remove and Replace Trees per Specifications in Exhibit B	each	\$25.00 each
	5 Pest Control Treatment as needed		
	A Trees	1 application X 3 =	\$450.00 per application
	B Shrubs	1 application X 3 =	\$450.00 per application
	C Turf	1 application X 3 =	\$450.00 per application
	6 Labor Rate for Additional Services as needed	per hour	\$100.00 per hour
	7 Additional Materials as needed at Actual Cost	Mark-up Percentage 20%	

YEAR Four

LOCATION: NW Quadrant HQ, 5900 Teague

1 Full Service Grounds Maintenance per Specifications, Exhibit B	JANUARY	\$336.00 per month
	FEBRUARY	\$336.00 per month
	MARCH	\$672.00 per month

Item NO.	DESCRIPTION	UNIT	UNIT PRICE
		APRIL	\$672.00 per month
		MAY	\$1,344.00 per month
		JUNE	\$1,344.00 per month
		JULY	\$1,344.00 per month
		AUGUST	\$1,344.00 per month
		SEPTEMBER	\$1,344.00 per month
		OCTOBER	\$672.00 per month
		NOVEMBER	\$336.00 per month
		DECEMBER	\$336.00 per month

**2 PLANT ANNUALS/PERENNIALS,
PER SPECIFICATIONS, EXHIBIT B**

Small Bed	March	\$100.00 Per Month
	July	\$100.00 per month
	October	\$100.00 per month
Medium Bed	March	\$150.00 per month
	July	\$150.00 per month
	October	\$150.00 per month
Large Bed	March	\$200.00 per month
	July	\$200.00 per month
	October	\$200.00 per month
3 Remove and Replace Shrubs per Specifications in Exhibit B	each	\$15.00 each
4 Remove and Replace Trees per Specifications in Exhibit B	each	\$25.00 each
5 Pest Control Treatment as needed		
A Trees	1 application X 3 =	\$450.00 per application
B Shrubs	1 application X 3 =	\$450.00 per application
C Turf	1 application X 3 =	\$450.00 per application
6 Labor Rate for Additional Services as needed	Per hour	\$100.00 per hour
7 Additional Materials as needed at Actual Cost	Mark-up Percentage 20%	

YEAR Four

SW Quadrant HQ, 7101 Renwick

1 Full Service Grounds Maintenance per Specifications, Exhibit B

JANUARY	\$336.00 per month
FEBRUARY	\$336.00 per month
MARCH	\$672.00 per month
APRIL	\$672.00 per month
MAY	\$1,344.00 per month
JUNE	\$1,344.00 per month

Item NO.	DESCRIPTION	UNIT	UNIT PRICE
		JULY	\$1,344.00 per month
		AUGUST	\$1,344.00 per month
		SEPTEMBER	\$1,344.00 per month
		OCTOBER	\$672.00 per month
		NOVEMBER	\$336.00 per month
		DECEMBER	\$336.00 per month
2 PLANT ANNUALS/PERENNIALS, PER SPECIFICATIONS, EXHIBIT B			
	Small Bed	March	\$100.00 per month
		July	\$100.00 per month
		October	\$100.00 per month
	Medium Bed	March	\$150.00 per month
		July	\$150.00 per month
		October	\$150.00 per month
	Large Bed	March	\$200.00 per month
		July	\$200.00 per month
		October	\$200.00 per month
3	Remove and Replace Shrubs per Specifications in Exhibit B	each	\$15.00 each
4	Remove and Replace Trees per Specifications in Exhibit B	each	\$25.00 each
5	Pest Control Treatment as needed		
A	Trees	1 application X 3 =	\$450.00 per application
B	Shrubs	1 application X 3 =	\$450.00 per application
C	Turf	1 application X 3 =	\$450.00 per application
6	Labor Rate for Additional Services as needed	Per hour	\$100.00 per hour
7	Additional Materials as needed at Actual Cost Plus Mark-up Percentage (%)	Mark-up Percentage 20%	

YEAR Four

LOCATION: 10500 Bellaire, Wastewater Operations

1 Full Service Grounds Maintenance per Specifications, Exhibit B

JANUARY	\$336.00 per month
FEBRUARY	\$336.00 per month
MARCH	\$672.00 per month
APRIL	\$672.00 per month
MAY	\$1,344.00 per month
JUNE	\$1,344.00 per month
JULY	\$1,344.00 per month
AUGUST	\$1,344.00 per month

Item NO.	DESCRIPTION	UNIT	UNIT PRICE
		SEPTEMBER	\$1,344.00 per month
		OCTOBER	\$672.00 per month
		NOVEMBER	\$336.00 per month
		DECEMBER	\$336.00 per month
2	PLANT ANNUALS/PERENNIALS, PER SPECIFICATIONS, EXHIBIT B		
	Small Bed	March	\$100.00 per month
		July	\$100.00 per month
		October	\$100.00 per month
	Medium Bed	March	\$150.00 per month
		July	\$150.00 per month
		October	\$150.00 per month
	Large Bed	March	\$200.00 per month
		July	\$200.00 per month
		October	\$200.00 per month
3	Remove and Replace Shrubs per Specifications in Exhibit B	each	\$15.00 each
4	Remove and Replace Trees per Specifications in Exhibit B	each	\$25.00 each
5	Pest Control Treatment as needed		
	A Trees	1 application X 3 =	\$450.00 per application
	B Shrubs	1 application X 3 =	\$450.00 per application
	C Turf	1 application X 3 =	\$450.00 per application
6	Labor Rate for Additional Services as needed	Per hour	\$100.00 per hour
7	Additional Materials as needed at Actual Cost	Mark-up Percentage 20%	

Fee Schedule Year 5 (Option Year Two)

Item NO.	DESCRIPTION	UNIT	UNIT PRICE
YEAR Five (Option Year Two)			
LOCATION: 4501 LEELAND			
1	Full Service Grounds Maintenance per Section B	JANUARY FEBRUARY MARCH APRIL MAY JUNE JULY AUGUST SEPTEMBER OCTOBER NOVEMBER DECEMBER	\$672.00 per month \$672.00 per month \$1,344.00 per month \$672.00 per month \$672.00 per month
2 PLANT ANNUALS/PERENNIALS, PER SECTION B			
	Small Beds, 10 beds with 125 plants per bed to be planted in March, June, September and December (The number of beds to be planted may vary)	BED	\$100.00 per bed
	Medium Beds, 47 beds with 200 plants per bed to be planted in March, June, September and December (The number of beds to be planted may vary)	BED	\$150.00 per bed
	Large Beds, 8 beds with 300 plants per bed to be planted in March, June, September and December (The number of beds to be planted may vary)	BED	\$200.00 per bed
3	Remove and Replace Shrubs per Section B	each	\$15.00 each
4	Remove and Replace Trees per Section B	each	\$25.00 each
5	Labor Rate for Additional Services as needed	hour	\$100.00 per hour
6	Materials for Additional Services as needed Additional Materials as needed at Actual Cost Plus Mark-up Percentage (%)	20% Mark-up	

Item NO.	DESCRIPTION	UNIT	UNIT PRICE
YEAR Five			
LOCATION: 4200 LEELAND			
1	Full Service Grounds Maintenance per Specifications, Exhibit B		
		JANUARY	\$672.00 per month
		FEBRUARY	\$672.00 per month
		MARCH	\$672.00 per month
		APRIL	\$1,008.00 per month
		MAY	\$1,344.00 per month
		JUNE	\$1,680.00 per month
		JULY	\$1,680.00 per month
		AUGUST	\$1,680.00 per month
		SEPTEMBER	\$1,344.00 per month
		OCTOBER	\$1,008.00 per month
		NOVEMBER	\$672.00 per month
		DECEMBER	\$672.00 per month

2 LABOR RATE FOR ADDITIONAL SERVICES, AS NEEDED

Labor Rate for Additional Services as needed per hour \$100.00 per hour

Additional Materials as needed at Actual Cost Plus Mark-up Percentage (%) Mark-up Percentage 20%

Year Five			
LOCATION: 4215 LEELAND			
1	Full Service Grounds Maintenance per Specifications, Exhibit B		
		JANUARY	\$672.00 per month
		FEBRUARY	\$672.00 per month
		MARCH	\$672.00 per month
		APRIL	\$1,008.00 per month
		MAY	\$1,344.00 per month
		JUNE	\$1,680.00 per month
		JULY	\$1,680.00 per month
		AUGUST	\$1,680.00 per month
		SEPTEMBER	\$1,344.00 per month
		OCTOBER	\$1,008.00 per month
		NOVEMBER	\$672.00 per month
		DECEMBER	\$672.00 per month

2 LABOR RATE FOR ADDITIONAL SERVICES, AS NEEDED

Labor Rate for Additional Services as needed per hour \$100.00 per hour

Additional Materials as needed at Actual Cost Mark-up Percentage 20%

YEAR Five

Item NO.	DESCRIPTION	UNIT	UNIT PRICE
LOCATION: 6922 Old Katy Rd.			
1	Full Service Grounds Maintenance per Specifications, Exhibit B	JANUARY	\$336.00 per month
		FEBRUARY	\$336.00 per month
		MARCH	\$1,008.00 per month
		APRIL	\$1,344.00 per month
		MAY	\$1,344.00 per month
		JUNE	\$1,344.00 per month
		JULY	\$1,344.00 per month
		AUGUST	\$1,344.00 per month
		SEPTEMBER	\$1,344.00 per month
		OCTOBER	\$1,344.00 per month
		NOVEMBER	\$672.00 per month
		DECEMBER	\$672.00 per month

**2 PLANT ANNUALS/PERENNIALS,
PER SPECIFICATIONS, EXHIBIT B**

Small Bed	March	\$100.00 per month
	July	\$100.00 per month
	October	\$100.00 per month
Medium Bed	March	\$150.00 per month
	July	\$150.00 per month
	October	\$150.00 per month
Large Bed	March	\$200.00 per month
	July	\$200.00 per month
	October	\$200.00 per month
3 Remove and Replace Shrubs per Specifications in Exhibit B	each	\$15.00 each
4 Remove and Replace Trees per Specifications in Exhibit B	each	\$25.00 each

5 Pest Control Treatment as needed

A Trees	1 application X 3 =	\$450.00 per application
B Shrubs	1 application X 3 =	\$450.00 per application
C Turf	1 application X 3 =	\$450.00 per application

6 Labor Rate for Additional Services as needed	per hour	\$100.00 per hour
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7 Additional Materials as needed at Actual Cost	Mark-up Percentage 20%	
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YEAR Five

LOCATION: 6342 Fairdale

1 Full Service Grounds Maintenance per Specifications, Exhibit B	JANUARY	\$672.00 per month
	FEBRUARY	\$672.00 per month
	MARCH	\$672.00 per month

Item NO.	DESCRIPTION	UNIT	UNIT PRICE
		APRIL	\$1,008.00 per month
		MAY	\$1,008.00 per month
		JUNE	\$1,344.00 per month
		JULY	\$1,344.00 per month
		AUGUST	\$1,344.00 per month
		SEPTEMBER	\$1,008.00 per month
		OCTOBER	\$672.00 per month
		NOVEMBER	\$672.00 per month
		DECEMBER	\$672.00 per month

2 LABOR RATE FOR ADDITIONAL SERVICES, AS NEEDED

Labor Rate for Additional Services as needed	Per hour	\$100.00 per hour
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Additional Materials as needed at Actual Cost	Mark-up Percentage 20%	
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YEAR Five

LOCATION: NE Quadrant HQ, 802 E. Burress

1 Full Service Grounds Maintenance per Specifications, Exhibit B

JANUARY	\$336.00 per month
FEBRUARY	\$336.00 per month
MARCH	\$672.00 per month
APRIL	\$672.00 per month
MAY	\$1,344.00 per month
JUNE	\$1,344.00 per month
JULY	\$1,344.00 per month
AUGUST	\$1,344.00 per month
SEPTEMBER	\$1,344.00 per month
OCTOBER	\$672.00 per month
NOVEMBER	\$336.00 per month
DECEMBER	\$336.00 per month

2 PLANT ANNUALS/PERENNIALS, PER SPECIFICATIONS, EXHIBIT B

Small Bed	March	\$100.00 per month
	July	\$100.00 per month
	October	\$100.00 per month
Medium Bed	March	\$150.00 per month
	July	\$150.00 per month
	October	\$150.00 per month
Large Bed	March	\$200.00 per month
	July	\$200.00 per month
	October	\$200.00 per month

Item NO.	DESCRIPTION	UNIT	UNIT PRICE
3	Remove and Replace Shrubs per Specifications in Exhibit B	each	\$15.00 each
4	Remove and Replace Trees per Specifications in Exhibit B	each	\$25.00 each
5	Pest Control Treatment as needed		
A	Trees	1 application X 3 =	\$450.00 per application
B	Shrubs	1 application X 3 =	\$450.00 per application
C	Turf	1 application X 3 =	\$450.00 per application
6	Labor Rate for Additional Services as needed	Per hour	\$100.00 per hour
7	Additional Materials as needed at Actual Cost	Mark-up Percentage 20%	

YEAR Five

LOCATION: SE Quadrant HQ, 2700 Dalton

1 Full Service Grounds Maintenance per Specifications, Exhibit B

JANUARY	\$336.00 per month
FEBRUARY	\$336.00 per month
MARCH	\$672.00 per month
APRIL	\$672.00 per month
MAY	\$1,344.00 per month
JUNE	\$1,344.00 per month
JULY	\$1,344.00 per month
AUGUST	\$1,344.00 per month
SEPTEMBER	\$1,344.00 per month
OCTOBER	\$672.00 per month
NOVEMBER	\$336.00 per month
DECEMBER	\$336.00 per month

2 PLANT ANNUALS/PERENNIALS, PER SPECIFICATIONS, EXHIBIT B

Small Bed

March	\$100.00 per month
July	\$100.00 per month
October	\$100.00 per month

Medium Bed

March	\$150.00 per month
July	\$150.00 per month
October	\$150.00 per month

Large Bed

March	\$200.00 per month
July	\$200.00 per month
October	\$200.00 per month

3 Remove and Replace Shrubs per Specifications in Exhibit B

each	\$15.00 each
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4 Remove and Replace Trees per Specifications

each	\$25.00 each
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Item NO.	DESCRIPTION	UNIT	UNIT PRICE
	in Exhibit B		
5	Pest Control Treatment as needed		
A	Trees	1 application X 3 =	\$450.00 per application
B	Shrubs	1 application X 3 =	\$450.00 per application
C	Turf	1 application X 3 =	\$450.00 per application
6	Labor Rate for Additional Services as needed		
		per hour	\$100.00 per hour
7	Additional Materials as needed at Actual Cost	Mark-up Percentage 20%	

YEAR Five

LOCATION: NW Quadrant HQ, 5900 Teague

1 Full Service Grounds Maintenance per Specifications, Exhibit B

JANUARY	\$336.00 per month
FEBRUARY	\$336.00 per month
MARCH	\$672.00 per month
APRIL	\$672.00 per month
MAY	\$1,344.00 per month
JUNE	\$1,344.00 per month
JULY	\$1,344.00 per month
AUGUST	\$1,344.00 per month
SEPTEMBER	\$1,344.00 per month
OCTOBER	\$672.00 per month
NOVEMBER	\$336.00 per month
DECEMBER	\$336.00 per month

**2 PLANT ANNUALS/PERENNIALS,
PER SPECIFICATIONS, EXHIBIT B**

Small Bed

March	\$100.00 Per Month
July	\$100.00 per month
October	\$100.00 per month

Medium Bed

March	\$150.00 per month
July	\$150.00 per month
October	\$150.00 per month

Large Bed

March	\$200.00 per month
July	\$200.00 per month
October	\$200.00 per month

3 Remove and Replace Shrubs per Specifications in Exhibit B

each	\$15.00 each
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4 Remove and Replace Trees per Specifications in Exhibit B

each	\$25.00 each
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5 Pest Control Treatment as needed

Item NO.	DESCRIPTION	UNIT	UNIT PRICE
A	Trees	1 application X 3 =	\$450.00 per application
B	Shrubs	1 application X 3 =	\$450.00 per application
C	Turf	1 application X 3 =	\$450.00 per application
6	Labor Rate for Additional Services as needed	Per hour	\$100.00 per hour
7	Additional Materials as needed at Actual Cost	Mark-up Percentage 20%	

YEAR Five

SW Quadrant HQ, 7101 Renwick

1 Full Service Grounds Maintenance per Specifications, Exhibit B

JANUARY	\$336.00 per month
FEBRUARY	\$336.00 per month
MARCH	\$672.00 per month
APRIL	\$672.00 per month
MAY	\$1,344.00 per month
JUNE	\$1,344.00 per month
JULY	\$1,344.00 per month
AUGUST	\$1,344.00 per month
SEPTEMBER	\$1,344.00 per month
OCTOBER	\$672.00 per month
NOVEMBER	\$336.00 per month
DECEMBER	\$336.00 per month

2 PLANT ANNUALS/PERENNIALS, PER SPECIFICATIONS, EXHIBIT B

Small Bed

March	\$100.00 per month
July	\$100.00 per month
October	\$100.00 per month

Medium Bed

March	\$150.00 per month
July	\$150.00 per month
October	\$150.00 per month

Large Bed

March	\$200.00 per month
July	\$200.00 per month
October	\$200.00 per month

3 Remove and Replace Shrubs per Specifications in Exhibit B

each	\$15.00 each
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4 Remove and Replace Trees per Specifications in Exhibit B

each	\$25.00 each
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5 Pest Control Treatment as needed

A Trees

B Shrubs

C Turf

1 application X 3 =	\$450.00 per application
1 application X 3 =	\$450.00 per application
1 application X 3 =	\$450.00 per application

Item NO.	DESCRIPTION	UNIT	UNIT PRICE
6	Labor Rate for Additional Services as needed	Per hour	\$100.00 per hour
7	Additional Materials as needed at Actual Cost Plus Mark-up Percentage (%)	Mark-up Percentage 20%	
YEAR Five			
LOCATION: 10500 Bellaire, Wastewater Operations			
1	Full Service Grounds Maintenance per Specifications, Exhibit B		
		JANUARY	\$336.00 per month
		FEBRUARY	\$336.00 per month
		MARCH	\$672.00 per month
		APRIL	\$672.00 per month
		MAY	\$1,344.00 per month
		JUNE	\$1,344.00 per month
		JULY	\$1,344.00 per month
		AUGUST	\$1,344.00 per month
		SEPTEMBER	\$1,344.00 per month
		OCTOBER	\$672.00 per month
		NOVEMBER	\$336.00 per month
		DECEMBER	\$336.00 per month
2	PLANT ANNUALS/PERENNIALS, PER SPECIFICATIONS, EXHIBIT B		
	Small Bed	March	\$100.00 per month
		July	\$100.00 per month
		October	\$100.00 per month
	Medium Bed	March	\$150.00 per month
		July	\$150.00 per month
		October	\$150.00 per month
	Large Bed	March	\$200.00 per month
		July	\$200.00 per month
		October	\$200.00 per month
3	Remove and Replace Shrubs per Specifications in Exhibit B	each	\$15.00 each
4	Remove and Replace Trees per Specifications in Exhibit B	each	\$25.00 each
5	Pest Control Treatment as needed		
A	Trees	1 application X 3 =	\$450.00 per application
B	Shrubs	1 application X 3 =	\$450.00 per application
C	Turf	1 application X 3 =	\$450.00 per application
		Per hour	\$100.00 per hour

Item
NO.

DESCRIPTION

UNIT

UNIT PRICE

6 Labor Rate for Additional Services as needed

7 Additional Materials as needed at Actual Cost

Mark-up Percentage 20%