

THE STATE OF TEXAS

BID # S10-L24787

ORDINANCE # 2015-0063

CONTRACT # 4600012932

COUNTY OF HARRIS

## I. PARTIES

### 1.0 ADDRESS:

THIS AGREEMENT FOR GROUNDS MAINTENANCE AND LANDSCAPING SERVICES ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a Texas Home-Rule City and **BIO 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 General Services Department  
City of Houston  
P.O. Box 1562  
Houston, Texas 77251

#### Contractor

Bio Landscape & Maintenance, Inc.  
10892 Shadow Wood  
Houston, Texas 77043  
Phone: 281.808.0357  
Fax: 713.690.6461

The Parties agree as follows:

### 2.0 TABLE OF CONTENTS:

2.1 This Agreement consists of the following sections:

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**EXHIBITS**

- A. DEFINITIONS
- B. SCOPE OF SERVICES
- C. EQUAL EMPLOYMENT OPPORTUNITY
- D. MWBE SUBCONTRACT TERMS
- E. DRUG POLICY COMPLIANCE AGREEMENT
- F. CERTIFICATION OF NO SAFETY IMPACT POSITIONS
- G. DRUG POLICY COMPLIANCE DECLARATION
- H. FEES AND COSTS
- I. CONTRACTOR PAY OR PLAY

**3.0 PARTS INCORPORATED:**

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

**4.0 CONTROLLING PARTS:**

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

**5.0 DEFINITIONS:**

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

6.0 SIGNATURES:

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

ATTEST/SEAL (if a corporation):

WITNESS (if not a corporation):

BIO Landscape Maintenance, Inc

By: [Signature]

Name: Chris Cather

Title: Account Consultant

By: [Signature]

Name: Jim Sivits

Title: RVP +GM

Federal Tax ID Number: 76-0340243

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS

Signed by:

[Signature]

City Secretary

[Signature]

Mayor [Signature]

APPROVED:

COUNTERSIGNED BY:

[Signature]

Director, General Services Department

[Signature]

City Controller [Signature]

APPROVED:

DATE COUNTERSIGNED:

[Signature]

City Purchasing Agent

2-3-15

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.

1-14-2015  
Date

[Signature]  
Legal Assistant

## II. DUTIES OF CONTRACTOR

### 1.0 SCOPE OF SERVICES:

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

### 2.0 INDEMNITY AND RELEASE:

#### 2.1 RELEASE

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

#### 2.2 INDEMNIFICATION:

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY "THE CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

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

## **2.3 INDEMNIFICATION:**

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

## **3.0 INDEMNIFICATION PROCEDURES:**

3.1 Notice of Claims. If the City or Prime Contractor/Supplier receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

3.1.1 a description of the indemnification event in reasonable detail,

3.1.2 the basis on which indemnification may be due, and

3.1.3 the anticipated amount of the indemnified loss.

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

### **3.3 Defense of Claims**

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

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

## **4.0 INSURANCE:**

4.1 Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Workers' Compensation must name the City as an additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact

insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide. Contractor shall maintain the following insurance coverages in the following amounts:

- 4.1.1 Commercial General Liability insurance including Contractual Liability insurance:  
\$500,000 per occurrence; \$1,000,000 aggregate
- 4.1.2 Workers' Compensation including Broad Form All States endorsement:  
Statutory amount
- 4.1.3 Automobile Liability insurance  
\$1,000,000 combined single limit per occurrence  
Defense costs are excluded from the face amount of the policy.  
Aggregate Limits are per 12-month policy period unless otherwise indicated.
- 4.1.4 Employer's Liability  
Bodily injury by accident \$100,000 (each accident)  
Bodily injury by disease \$100,000 (policy limit)  
Bodily injury by disease \$100,000 (each employee)

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

- 4.2.1 immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- 4.2.2 purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.
- 4.2.3 All certificates of insurance submitted by Contractor shall be accompanied by endorsements for additional insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies. For a list of pre-approved endorsement forms see <http://purchasing.houstontx.gov/forms.shtml>. The Director will consider all other forms on a case-by-case basis.

## 5.0 WARRANTIES:

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

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

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

- 5.2.2 that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,
- 5.2.3 that each replacement item is new in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and
- 5.2.4 that no item or its use infringes any patent, copyright, or proprietary right.

**6.0 LICENSES AND PERMITS:**

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

**7.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE:**

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

**8.0 M/WBE COMPLIANCE:**

- 8.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least **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 Office of Business Opportunity (OBO) and will comply with them.
- 8.2 MWBE subcontracts must contain the terms set out in Exhibit "D."

**9.0 DRUG ABUSE DETECTION AND DETERRENCE:**

- 9.1 It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.
- 9.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):
  - 9.2.1 a copy of its drug-free workplace policy,
  - 9.2.2 the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "E," together with a written designation of all safety impact positions and,
  - 9.2.3 if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "F."
- 9.3 If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug

Policy Compliance Declaration in a form substantially similar to Exhibit "G." Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

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

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

#### **10.0 ENVIRONMENTAL LAWS:**

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

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

#### **11.0 CONTRACTOR'S PERFORMANCE:**

11.1 Contractor shall make citizen satisfaction a priority in providing services under this Agreement. Contractor shall train its employees to be customer service-oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of service to the public. If, in the Director's opinion, Contractor is not interacting in a positive and polite manner with citizens, he or she shall direct Contractor to take all remedial steps to conform to these standards.

#### **12.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS:**

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

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

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

**13.0 CONTRACTOR PAY OR PLAY PROGRAM:**

- 13.1 The requirement and terms of the City of Houston Pay or Play Policy, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement. Exhibit "I".
- 13.2 The Pay or Play Program for various departments will be administered by the City of Houston Office of Business Opportunity designee and for a Department-specific contract; the Department's designated contract administrator will administer the Pay or Play Program.

**III. DUTIES OF CITY**

**1.0 PAYMENT TERMS:**

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

**2.0 TAXES:**

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

**3.0 METHOD OF PAYMENT:**

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

**4.0 METHOD OF PAYMENT / DISPUTED PAYMENTS:**

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

**5.0 LIMIT OF APPROPRIATION:**

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

5.2 In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of **\$304,747.53** to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

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

**"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"**

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

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

**6.0 CHANGES:**

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

6.2 The City Purchasing Agent or Director shall issue the Change Order in substantially the following form:

**CHANGE ORDER**

TO: [Name of Contractor]  
FROM: City of Houston, Texas (the "City")  
DATE: [Date of Notice]  
SUBJECT: Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

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

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

Signed:  
[Signature of City Purchasing Agent or Director]

- 6.3 The City Purchasing Agent or Director may issue more than one Change Order, subject to the following limitations:
  - 6.3.1 Council expressly authorizes the City Purchasing Agent or Director to approve a Change Order of up to \$50,000. A Change Order of more than \$50,000 over the approved contract amount shall be approved by the City Council.
  - 6.3.2 If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City shall not be obligated to pay any additional money to Contractor.
  - 6.3.3 The Total of all Change Orders issued under this section shall not increase the Original Agreement amount by more than 25%.
- 6.4 Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The City Purchasing Agent's or Director's decision regarding a time extension is final.
- 6.5 A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement, as if it had originally been a part of the Agreement.
- 6.6 Change Orders are subject to the Allocated Funds provisions of this Agreement.

#### IV. TERM AND TERMINATION

##### 1.0 CONTRACT TERM:

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

##### 2.0 NOTICE TO PROCEED:

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

##### 3.0 RENEWALS:

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

#### **4.0 TIME EXTENSIONS:**

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

#### **5.0 TERMINATION FOR CONVENIENCE BY THE CITY:**

- 5.1 The City Purchasing Agent or Director may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.
- 5.2 On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section III unless the fees exceed the allocated funds remaining under this Agreement.
- 5.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

#### **6.0 TERMINATION FOR CAUSE BY CITY:**

- 6.1 If Contractor defaults under this Agreement, the City Purchasing Agent or Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:
- 6.1.1 Contractor fails to perform any of its duties under this Agreement;
  - 6.1.2 Contractor becomes insolvent;
  - 6.1.3 All or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
  - 6.1.4 A receiver or trustee is appointed for Contractor.
- 6.2 If a default occurs, the City Purchasing Agent or Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The City Purchasing Agent or Director at his or her sole option, may extend the termination date to a later date. If the City Purchasing Agent or Director allows Contractor to cure the default and Contractor does so to the City Purchasing Agent's or Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default

before the termination date, then the City Purchasing Agent or Director may terminate this Agreement on the termination date, at no further obligation of the City.

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

#### **7.0 TERMINATION FOR CAUSE BY CONTRACTOR:**

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

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

#### **8.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS:**

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

### **V. MISCELLANEOUS**

#### **1.0 INDEPENDENT CONTRACTOR:**

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

#### **2.0 FORCE MAJEURE:**

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

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

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

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

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

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

**3.0 SEVERABILITY:**

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

**4.0 ENTIRE AGREEMENT:**

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

**5.0 WRITTEN AMENDMENT:**

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

**6.0 APPLICABLE LAWS:**

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

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

**7.0 NOTICES:**

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

**8.0 NON-WAIVER:**

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

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

**9.0 INSPECTIONS AND AUDITS:**

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

**10.0 ENFORCEMENT:**

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

**11.0 AMBIGUITIES:**

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

**12.0 SURVIVAL:**

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

**13.0 PARTIES IN INTEREST:**

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

**14.0 SUCCESSORS AND ASSIGNS:**

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

**15.0 BUSINESS STRUCTURE AND ASSIGNMENTS:**

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

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

**16.0 REMEDIES CUMULATIVE:**

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

**17.0 CONTRACTOR DEBT:**

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

## **EXHIBIT "A" DEFINITIONS**

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

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

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

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

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

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

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

"Contract Term" is defined in Article IV.

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

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

"Director" mean the Directors/Chiefs of each of the Departments or the City Purchasing Agent for the City, or the person he or she designates.

"E.P.O." means Emergency Purchase Order.

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

"Governing Body" means the Mayor and City Council of the City of Houston.

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

"Notice to Proceed" means a written communication from the City Purchasing Agent to Contractor instructing Contractor to begin performance.

"P.O." means Purchase Order.

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

"SRO" means Service Release Order.

**EXHIBIT "B"**  
**SCOPE OF WORK**

**1.0** The Contractor shall provide cleaning and grounds maintenance service for the General Services Department (GSD) and Parks and Recreation (PR). The GSD is composed of the Health & Human Services (HHS), Police, and Fire Departments, as described herein. The work to be performed under this Agreement shall consist of, but not limited to providing all supervision, labor, materials, supplies, transportation and equipment necessary for grounds maintenance and landscaping services as per the specifications of this **Exhibit B**. To meet the City's weekly maintenance service needs, the contracting firm must have available at a minimum at any time, three (3) crew trucks and staffed with three to four people.

**2.0** **HOURS OF OPERATION:**

2.1 Normal work hours are defined as the hours between 7:00 a.m. and 6:00 p.m., [Houston Police Dept. service locations are from 7:00 a.m. to 4:00 p.m.], Monday through Friday (not exclusive of City holidays).

2.2 Work on Saturday/Sunday shall be granted on an "as-needed" basis only, and shall require prior approval from the requesting Department:

2.2.1 If rain delays cause Contractor to fall behind regular work, a request shall be made to the appropriate Facility Supervisor for approval.

2.2.2 If supplemental work is requested by a City Department for tree trimming, planting, bedding, etc., that is not part of the current schedule.

2.3 The month and frequency as identified in Exhibit B-1 shall be performed at each scheduled location within the hours of operation, unless otherwise stated within this Exhibit B.

2.4 The Contractor shall make provisions to complete any and all scheduled work as quickly as possible after a delay caused by inclement weather, or other conditions. An alternate schedule shall be provided to the Facilities Supervisor detailing how Contractor plans on getting back on to the original schedule.

**3.0** **CONTRACTOR RESPONSIBILITY:**

3.1 Contractor shall provide a quarterly schedule within five (5) working days of notice from the City's Purchasing Agent. Within the first quarter of service, the Contractor shall submit an annual schedule that each department liaison shall approve.

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

3.3 The Contractor shall be given keys upon the start of the contract, with the exception that Houston Police Department does not issue keys to their gates. It is the Contractor's responsibility to report any keys that are lost or stolen immediately. Any lost keys shall be the Contractor's responsibility to purchase and replace within a 48-hour period.

3.4 The Contractor's employees shall be trained in the various disciplines of grounds maintenance services to perform such maintenance services in a City-approved and workmanlike manner, while achieving the highest standards.

- 3.5 The Contractor shall employ trained manager/supervisors with expertise in grounds maintenance services. The manager shall be present at the "location" during the Contractor's performance of such services.
- 3.6 The telephone number for the Contractor's establishment for grounds maintenance services during business hours on business days shall be given directly to each location manager. A change of the telephone number shall immediately be given verbally to the Director or designee, and shall be confirmed in writing to the Director or designee. The City shall terminate this contract upon the Contractor's failure to comply with such notification to the Director or designee.
- 3.7 The Contractor shall comply with health, safety and security regulations, which may, from time to time, be issued by the City, Department Director, or their designee. The Director or designee shall be charged with giving written or verbal notification, and shall be immediately confirmed in writing, to the Contractor of such regulations. Employees that work at Houston Police Department (HPD) sites shall be subject to background checks and fingerprinting, per HPD policies.
- 3.8 The Contractor shall perform the following grounds maintenance services for each location, in accordance with the applicable location Work Schedule defined in Exhibit B-1, unless the Contractor receives notice from the Director or designee changing or canceling any or all such services during the term of this contract.
- 3.9 Contractor shall have a licensed landscape irrigator on staff in good standing with the Texas Commission on Environmental Quality (TCEQ) to ensure all repairs and improvements are properly performed, and comply with current irrigation laws and practices. Contractor shall provide the name and the licenses of that party.
- 3.10 All Contractor employees shall be required to wear a uniform identifying the name of the company/logo on their shirt, and wear a visible badge. T-shirts displaying the firm's company name/logo on their shirt is acceptable.

#### **4.0 LITTER / LIGHT TRASH PICKUP / DISPOSAL:**

- 4.1 Litter shall include, but not limited to trash, debris of all types, paper, bottles, metal cans, containers, tree limbs, leaves, tires, food scraps, or material of any type which is not growing, nor intended to be a fixture or permanent part of the grounds area.
- 1.2 Litter collection shall be performed at frequencies for locations as specified in this Exhibit B-1 work schedule. Litter shall be picked up from all areas covered under terms of the contract. Litter shall be picked up prior to, and after any mowing activities. The Contractor shall pick up and remove any materials intentionally or unintentionally cut during the mowing process, and before completing work at the site during the same workday. The Contractor shall be responsible for disposal of litter from the site.
- 1.3 The Contractor shall empty all refuse containers (exclusive of dumpsters), and remove and dispose all material. All refuse containers shall require Contractor to furnish and replace new plastic bag liners into containers each time the container is emptied. Litter, trash, garbage, etc., shall be placed into dumpsters, if available on site. The Contractor shall not leave material at or near a dumpster in event the dumpster is already filled. If dumpsters are filled, Contractor shall haul off and properly dispose all materials and trash bags. The Contractor shall notify the

Contract Administrator or designated person of any trash containers damaged, missing, or dumpsters that are constantly full. The Contractor shall (at Contractor's expense) replace any containers (damaged or destroyed) by the Contractor's employees.

## **5.0 MOW / EDGE / TRIM / RAKE:**

- 5.1 Mowing, edging, trimming, and raking of all turf and grass areas at the locations on this contract shall be completed by the Contractor as outlined in the work schedule Exhibit B-1.
- 5.2 Height of the cut of mowing units shall be two (2) inches, plus or minus one-quarter (1/4) inch, measured as the vertical distance from level ground to the cutting edge of the blade during the growing season (April through September). Height of cut of mowing units shall be two (2) to three (3) inches, plus or minus one-quarter (1/4) inch, measured as the vertical distance from level ground to the cutting edge of the blade during the non-growing season (February, March, October, and November). Blades shall be sharpened or replaced as needed.
- 5.3 The Contractor shall furnish and have in use sufficient mowing equipment to complete mowing operations of all turf areas of ten (10) acres or less during a single workday. Areas greater than ten (10) acres shall be accomplished at a minimum of ten (10) acres per day.
- 5.4 Work shall be routinely accomplished on the same day of each week. In event of inclement weather or other unavoidable conditions that prevent completion, the Contractor shall make a reasonable attempt to perform maintenance activities as close to the scheduled date as possible.
- 5.5 Grass clippings or residue resulting from mowing activities that remain on turf shall be left, provided that the Contractor uses and maintains a mulching-type mower in good, cutting condition. The Contractor shall remove residue that would be expected not to deteriorate within forty-eight (48) hours after mowing. Mechanical trimming shall be used to define boundaries along sidewalks, curbs, structures, railroad right-of-ways, drives, parking areas, and turf areas. Areas along sidewalks shall be trimmed so that the width of cut is less than one-half (1/2) inch. Trimming and edging, either mechanical or chemical are included as an integral part of the mowing operation and shall be performed as required to maintain a pleasing, aesthetic appearance.
- 5.6 Edging, trimming and raking shall include those areas not accessible to mowers, for the well-manicured look, i.e., abutting buildings, curbs, drives, flowerbeds, parking areas, sprinkler heads, trees, walkways, fenced in areas (three-foot clearance from the outer side from the fenced property), fence lines, and any other area at any location which requires maintenance services, in accordance with this contract.

## **6.0 PRUNING:**

- 6.1 All trees, bushes, shrubs, or other plant material shall be trimmed, pruned and/or shaped as deemed necessary to maintain desired characteristics of the plant, or at request of the Department. Pruning activities for trees shall be limited to removal of dead, broken, or diseased branches and limbs, rather than for purely aesthetic reasons. Pruning of shrubs and hedges shall be required to maintain the desired aesthetic effect.
- 6.2 Bushes, hedges, shrubs and trees of any height shall be pruned, shaped, trimmed, and cleared at least seven (7) feet from the ground, and three (3) feet above the roof line, as necessary, to maintain a well-groomed appearance. Such pruning shall also serve the purpose of preventing any obstruction of the pathways, irrigation and plumbing systems, and parking areas. GSD

shall approve any major pruning of areas prior to operation. All cuts over ½-inch in diameter shall be brush-painted with approved tree paint. Spray painting shall not be permitted.

- 6.3 Removal of dead or diseased branches and removal of obstructions to pedestrians/vehicles shall be required throughout the area. Removal shall include the cutting back of remaining limbs to an appropriate point, and the application of tree-wound dressing on any cuts larger than three-fourths (3/4) inch.
- 6.4 Pruning, etc., shall follow the latest printed recommendations, requirements, and specifications of the Texas Agricultural Extension Service, and shall be of specific requirements outlined by the Department.
- 6.5 Contractor shall be responsible for removal from the site, all limbs and plant material generated by pruning or tree-removal activities.

## **7.0 FEEDING AND MULCH WORK:**

- 7.1 All flower and shrub beds shall be mulched annually with at least three (3) inches of composted materials, depending upon loss of mulch and climatic conditions. The amount of mulch added, and the required frequency of service may vary.
- 7.2 All beds and planters, whether flower or shrubs, shall be kept in a neat condition, edged, and virtually free of weeds and undesirable growth at all times. Such beds and planters shall be watered as often as necessary to maintain healthy plants.
- 7.3 Flowering plants and shrubs shall receive one phosphorus feeding while setting blossoms. Azaleas, camellias, and roses shall be treated as often as necessary for three (3) consecutive months after blooming--to maintain a healthy appearance and to promote good growth.
- 7.4 Contractor shall furnish and apply 100% shredded hardwood mulch as required in the Exhibit B-1. Contractor shall obtain the prior approval from GSD of any hardwood mulch to determine the acceptability of the product in advance to application.
- 7.5 Hardwood mulch shall be applied to all existing beds and trees. A covering of three (3) inches shall be maintained in these beds. Contractor shall not put in new beds, nor maintain beds established after initiation of this contract without an authorized change order.

## **8.0 WATERING AND IRRIGATION:**

- 8.1 All sites containing lawn, trees, shrubs, and floral beds shall be thoroughly and sufficiently watered as required to provide growth and healthy desired characteristics of the plant. (Exempt are those facilities that do not have irrigation systems.)
- 8.2 Prior to completing the required landscape services, the Contractor shall check the irrigation system assuring that the system is working properly. If the irrigation system(s) is non-functional, the Contractor shall provide a cost to the Facility Supervisor outlining the repairs to the system.
- 8.3 All Retention Ponds on the properties shall be included in the landscape maintenance of this contract.

## 9.0 FERTILIZATION PROGRAM:

- 9.1 The Contractor shall furnish, supply, and distribute a completely-balanced fertilizer containing a mix of quick release and slow release ingredients, with an N-P-K ratio of 18-3-6 on or about **March 1<sup>st</sup>** annually. The quantity of material to be used shall supply two (2) pounds actual nitrogen per 1000-square feet.
- 9.2 The Contractor shall furnish, supply, and distribute a similar fertilizer on or near March 1<sup>st</sup> in sufficient quantity, to supply one (1) pound actual nitrogen per 1000 square feet.
- 9.3 The Contractor shall exercise their best skill and care when distributing fertilizers to prevent over fertilization, which leads to fertilizer burns of turf areas. The Contractor shall provide watering as needed to transport the fertilizers from the surface to the soil zone.
- 9.4 Lawns shall be treated for weeds and watered as often as necessary. "As often as necessary" shall be interpreted to mean meeting the standards in the horticulture industry within Houston, Texas.
- 9.4.1 Fertilizers and sprays shall meet acceptable TDA, EPA, TCEQ and OSHA standards.
- 9.5 Ground covers, hedges, shrubs, and trees shall be fertilized, sprayed, and watered at each location, in accordance with the applicable Work Schedule defined in "Exhibit B-1."

## 10.0 DISEASE AND INSPECTION:

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

## 11.0 WEED CONTROL:

- 11.1 A "weed" shall be defined for purposes of this contract as any vegetative material growing in an area where it is not intended or desired. Areas include all turf, floral beds, shrub beds, ditches, and paved areas such as parking lot/sidewalks and areas within the contract boundaries. Flowerbeds shall be maintained so that undesired plant material is only found to exist in no more than 10% of the total surface area of the bed. All playground surfaces shall be kept free of weeds, grasses, and other undesirable growth at all times. Weeds shall be removed as needed as part of routine operations. For turf areas, a chemical weed control shall be used only if undesirable growth exceeds 25% of the turf area, or if undesirable growth is not controlled by mowing operations.
- 11.2 The Contractor shall maintain all areas in a manner so as to keep weed infestation to a minimum. (This includes mechanical and chemical weed control activities.) The Contractor shall be permitted to use chemical trim herbicides, limited to Roundup, Roundup Plus, or Finale, or other herbicides approved by the Parks and Recreation Department. The Contractor shall request permission for use of other herbicides in other areas. Upon submission with MSDS, the Department shall perform a review of the material and use. Approval or denial of the request shall be based upon this review.

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

## **12.0 HERBICIDE / PESTICIDE / INSECTICIDE APPLICATIONS:**

- 12.1 Contractor shall request and obtain prior Departmental approval before using any pesticide or herbicide. The prime Contractor and its sub-contractor shall possess a "Texas Structural Pest Control Board License" (or) a "Texas Department of Agriculture License," and a "Certified Applicator License" for herbicide/pesticide applications. Licenses shall be submitted to City within five (5) working days from receipt of a request from the City. If the Contractor's sub-contractor provides pest control services under the contract, the Contractor shall provide to the City a copy of the subcontract Agreement with the applicable licenses from the subcontractor, in addition to the prime Contractor's licenses. Contractor shall maintain a record, meeting all local, state, and/or federal reporting requirements, for all pesticides or herbicides used on the site. The Contractor shall furnish a monthly copy of all reporting records to the Department within (10) working days from the close of the month. In instances in which pesticides are used, the Contractor shall not exceed the rate of application recommended by the manufacturer, or dispose of any excess pesticides or herbicides on City property.
- 12.2 MSDS's shall be furnished to the Department for all products, which will be used in the fulfillment of this contract. The Contractor shall be required to submit copies of the MSDS forms for all products requested. If the Contractor wants or needs to switch products from those for which they have submitted MSDS's, the Contractor shall submit the MSDS's for the new product(s) for review, and for approval prior to making the change.
- 12.3 Contractor shall provide all chemicals and materials required under these specifications. Only fertilizers utilizing slow release nitrogen with no less than ten percent (10%) I.B.D.U. (isobutylidene diurea) nitrogen source at a coverage rate of one (1) pound nitrogen per 1,000 feet shall be authorized by the Department. (An acceptable grass fertilizer is Parex 24-4-12 or of an approved equivalent, and an acceptable tree fertilizer is Davey Arbor Green, or approved equivalent.)
- 12.4 Insecticides shall be applied on each visit to prevent ants, chinch bugs, grub worms, sod grass, etc.

## **13.0 SIDEWALKS / SLAB CLEANING / GRAFFITI REPORTING:**

- 13.1 Contractor shall remove trash, litter, and dirt from all slabs, walkways, walls, etc., as a part of routine scheduled maintenance activities.
- 13.2 The Contractor shall clean or remove unsightly material, which has accumulated on concrete and surfaces (including boat landings), as a part of the routinely scheduled maintenance.
- 13.3 Upon detection, the Contractor shall notify the Department of all observed instances of graffiti within twenty-four (24) hours, or by the next business day. The Department shall dispatch appropriate personnel to deal with removal of graffiti. The telephone number to report graffiti shall be at the City of Houston Information Line: 713.837.0311.

#### **14.0 CLEAN UP:**

- 14.1 All trimmings, cuttings, and grass clippings shall be collected and removed from the premises after each visit by the Contractor.
- 14.2 All leaves, papers, and other extraneous debris shall be removed from the premises after each visit by the Contractor.

#### **15.0 FENCE-LINE CLEANING:**

- 15.1 Contractor shall clear and maintain fence lines at all times. Fence-line cleaning shall include removal of all unwanted vegetation within thirty-six (36) inches of the fence, including vegetation grown in and on the fence
- 15.2 Contractor shall be permitted to utilize approved chemical agents to remove unwanted vegetation on fence lines; however, dead vegetation shall be removed after it has browned out or died.

#### **16.0 LANDSCAPING AND SPRINKLER DESIGN SERVICES:**

- 16.1 Contractor shall provide landscaping and sprinkler design services on an as-needed basis. Contractor shall submit a Proposal to the Department for approval before proceeding with any landscaping services, in an effort to beautify the locations.
- 16.2 LICENSE INFO (Landscape Irrigators): Refer to Provision 32.0 within this scope of work.

#### **17.0 SPRINKLER SYSTEM MAINTENANCE:**

- 17.1 Contractor shall conduct a bi-annual inspection of irrigation systems, to include adjustments of sprinkler heads, control devices, valves, and time clock at the currently-known locations.
  - 17.1.1 Additional labor and material cost of defective parts and components shall be covered on an as-needed basis under Section-III, Sprinkler System Maintenance, Additional Tree Trimming and Extra Work (Exhibit B-1).
  - 17.1.2 Contractor shall be responsible for installing a rain sensor (if not already equipped) on all functioning in-ground irrigation systems that are operational and are located on properties covered by this contract. The existing rain sensor shall remain functional at all times. Billing for rain sensor installation shall be covered under Section-III, Sprinkler System Maintenance, Additional Tree Trimming and Extra Work (Exhibit B-1).
  - 17.1.3 All repairs shall be completed within three (3) working days after notification. All water leaks shall be repaired and completed within four (4) hours after notification.
  - 17.1.4 Contractor shall prepare sprinkler systems for inclement weather and freezing conditions:
    - 17.1.4.1 Turn off vacuum breaker;
    - 17.1.4.2 Turn off timers;
    - 17.1.4.3 Drain system (open test cocks); and
    - 17.1.4.4 Insulate vacuum breaker from freeze damage.

**18.0 EXTRA CHARGES / METHOD OF PAYMENT:**

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

18.1.1 The Contractor shall perform extra grounds maintenance service(s) at any location, if such maintenance service(s) are like or similar to those maintenance services defined in Exhibit B-1, or an extension of those maintenance services defined in Exhibit B, i.e., replanting or replacing existing and/or perished plants, establishing new flower beds or newly landscaped areas upon receipt of notice from the Director requesting the performance of such maintenance service(s). The performance of extra grounds maintenance service(s) shall be performed at a time agreed upon by the Contractor and Director.

18.1.2 The Extra Charge for any grounds maintenance service(s) not otherwise covered in Exhibit B-1, Section-I shall be computed separately for each employee of the Contractor who performs all or part of such requested extra service(s), but only for such maintenance service(s) specifically requested by the Director in the manner prescribed herein above--by multiplying the Contractor's labor rate by the number of hours (man-hours to the nearest quarter); the employee is actively engaged in the performance of such maintenance service(s).

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

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

**19.0 SUPPLEMENTAL TREE TRIMMING AND TREE REMOVAL:**

19.1 Exhibit B-1, Section-I shall require Contractor to clear bushes, prune, shape and trim hedges, shrubs and trees at least ten (10) feet from the ground and three (3) feet above the roofline.

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

19.3 Tree Removal up to six (6) inches diameter from three (3) off the base of the tree shall be included in the contract, regardless of height.

**20.0 LABOR HOURS TIME DEFINITIONS:**

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

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

- 20.1.2 "Business Hours" unless mutually agreed upon by both parties, shall mean 7:00 a.m. to 6:00 p.m. on business days.
- 20.1.3 "Regular Time" shall mean 7:00 a.m. through 6:00 p.m., Monday through Friday. This rate shall be for services outside the scope of services stated herein.
- 20.1.4 "Emergency Time" shall mean any time 365 days a year. This rate is primarily for emergency repairs to sprinkler systems' water leaks and tree removal (per Provision 19.3), and a two-hour response time shall be required.

## **21.0 PENALTIES FOR NON-PERFORMANCE:**

- 21.1 Liquidated damages shall be applied on monthly payment for non-performance of Services on the following categories: "Service" is considered to be the performance of work done in a given month; and a "Unit" is equal to one of the required Services as described within the contract.
- 21.1.1 One unit for non-performance of service: 100% per unit.
- 21.1.2 Failure to maintain bushes, trees and cleaning/maintaining of flowerbeds: 50% per unit.
- 21.1.3 Failure to clean area of grass cuttings, limbs and debris: 50% of unit.
- 21.1.4 Failure to apply fertilization: 100% Monthly unit.
- 21.1.5 Failure to apply mulch: 100% Monthly unit.
- 21.1.6 Failure to maintain minimum requirement of mulch: 25% of unit.

## **22.0 WORKMANSHIP AND INSPECTION:**

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

## **23.0 LABOR / SUPERVISION / DAMAGE:**

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

**24.0 POWER TOOLS AND EQUIPMENT:**

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

**25.0 INVOICING AND PAYMENT (P-CARD, SRO, P.O. and EPO):**

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

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

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

25.4 Contractor shall submit a copy of the original invoice for parts purchased, and shall specify the cost-plus percentage markup alongside each purchased item (e.g. 25%).

25.5 Billing shall be by "trip."

**26.0 WARRANTY OF SERVICES:**

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

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

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

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

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

**27.0 ADDITIONS AND DELETIONS:**

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

**28.0 ESTIMATED QUANTITIES NOT GUARANTEED:**

28.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City shall not guarantee any particular quantity of grounds maintenance and landscaping services during the term of this contract. The quantities shall vary depending upon the actual needs of the user department. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, the City shall not be liable for any contractual Agreements/obligations the Contractor enters in to, based on the City purchasing/requiring all the quantities specified herein.

**29.0 INTERLOCAL AGREEMENT:**

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

**30.0 MODIFICATION TO RATES:**

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

**31.0 MINIMUM WAGE:**

31.1 Contractor shall pay all employees the Federal minimum wage per hour while working under this contract. If, during the term of this Agreement, there is legislation enacted regarding an

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

### **32.0 LICENSE REQUIREMENTS:**

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

32.1.1 TECQ (Texas Environmental Chemical Applicator); and

32.1.2 Landscape Irrigator License.

### **33.0 SECURITY CLEARANCE:**

33.1 CRIMINAL JUSTICE INFORMATION SYSTEMS (CJIS) COMPLIANCE (Applicable to Houston Police Department (HPD) Occupied Facilities:

33.1.1 To comply with state and federal regulations, the Houston Police Department is required to document and investigate access requests to be sure access is necessary and permitted. Bidders/Respondents, therefore, agree to a review by the Criminal Justice Information Systems (CJIS) process and related documents located at: <http://www.houstontx.gov/police/cjis/hpdvendorcertification.htm> Contractor shall comply with the terms and requirements therein.

### **33.2 CITY OF HOUSTON FACILITIES (NON-HPD FACILITIES):**

33.2.1 All personnel shall be subject to a Security background check and a condition of assignment to any City of Houston facility. The results of the background check shall be submitted to the Facility Supervisor in charge.

33.2.2 All costs associated with the background checks and/or badging shall be the responsibility of the Contractor.

33.2.3 The Facility Supervisor in charge shall have the authority to instruct the Contractor to remove undesirable personnel for just cause.

33.2.4 The decision by the Director and or the designee shall be the final in all cases involving removal of contract personnel from performing work, herein specified.

33.2.5 The Contractor shall comply with all building security measures as they pertain to each facility.

33.2.6 The Contractor is responsible for the training of his staff and subcontractors in the security measures pertaining to these facilities.

### **33.3 BADGING**

33.3.1 Upon the completion of the background check, all Contractors' employees and subcontractors shall be required to obtain a City of Houston Contractors Badge from the General Services Department's (GSD) Security Office, located at 611 Walker Annex 3<sup>rd</sup>

floor. The scheduled time for this service shall be provided during the Pre-Performance Conference.

#### **34.0 COMPUTER MAINTENANCE MANAGEMENT SYSTEM (CMMS) COMPLIANCE:**

- 34.1 **Overview:** The City of Houston General Service Department (GSD) utilizes a COMPUTER MAINTENANCE MANAGEMENT SYSTEM CMMS (CMMS) to monitor and track all work progress to better manage finances and to create reporting documents for senior leadership. The City captures this important information through the use of work orders. The current CMMS, which is known as the Sprocket Work Order System (SWOS) and is a development of Johnson Controls Inc. (JCI), has the complete knowledge of its operational parameters. The JCI contact information is Clarke May (Clark.F.May@jci.com).
- 34.2 The City GSD may choose at any time to implement a program requiring the selected Contractor to utilize the Sprocket Work Order System (SWOS) or any current City work order management system to execute all work performed for the City of Houston.
- 34.3 All work shall be electronically transmitted from GSD to the Contractor through the CMMS system, and the Contractor shall monitor, execute and field closed work orders with all pertinent information including initial response date (not applicable to preventative maintenance work orders), field complete date, total job cost billed to the City (includes labor and materials used to complete specific work order that is above and beyond scope included in fixed contract with City), invoice number, and a brief description of the work performed.
- 34.4 The City GSD shall provide additional parameters for report formatting at any time.
- 34.5 The Contractor shall bill all work for payment using standard billing practices described in "Provision 25.0."
- 34.6 The City's GSD internal expenditure control policy is as follows:
- 34.6.1 Work orders with a cost estimate less than \$3,000.00 and approved by a GSD Representative can be executed against Service Release Order (SRO number), upon approval.
- 34.6.2 Jobs exceeding \$3,000.00 shall require a written estimate and the issuance of a Purchase Order (PO) number before the work order can be executed by the Contractor.
- 34.6.3 Emergency Purchase Orders (EPO) can be executed upon verbal approval by a GSD Representative, regardless of cost.
- 34.7 Work orders shall not serve as invoicing documents for the Contractor. Payments shall only be made as described in "Provision 21."
- 34.8 Work orders are to be field-closed electronically upon completion to maximize accuracy, and to allow GSD managers to provide real-time reporting to upper management.
- 34.9 The City's GSD shall provide Contractor with the following:
- 34.9.1 One (1) Sprocket user license.
- 34.9.2 Initial Sprocket configuration setup.

34.9.3 Three (3) hours of basic SWOS training by GSD employees at no cost to the Contractor.

34.10 Additional user licenses are optional, but cost for these shall be purchased by the Contractor by contacting JCI as noted in Provision 34.0 of this Exhibit B.

**35.0 IRRIGATION AND ZONE COUNT:**

35.1 Following is a list of the locations with irrigations. The zone count shall be up to the Contractor to determine the number of zones at each irrigation site listed below:

- 1) Holcombe lab – 2250 and 2252 Holcombe Dr.
- 2) Environmental – 7411 Park Place
- 3) Hiram Clark MSC – 3810 Fuqua
- 4) Denver Harbor MSC – 6402 Market
- 5) Northeast MSC – 9720 Spaulding
- 6) Fifth Ward MSC – 4014 Market
- 7) Police Academy, 17000 Aldine Westfield
- 8) Clear Lake Police Station, 2855 Bay Area Blvd
- 9) HPD Property Room, 1202 Washington
- 10) Kingwood Police Station, 3915 Rustic Woods Drive
- 11) McNair Police Station, 2202 St. Emanuel
- 12) HPD Mounted Patrol, 5005 Little York
- 13) North East Police Station, 8301 Ley Road
- 14) Police Memorial, 100 Memorial
- 15) Southeast Command Station, 8300 Mykawa
- 16) Westside Police Station, 3203 South Dairy Ashford
- 17) Midwest Police Station, 7277 Regency Square
- 18) South Gessner Police Station, 8605 Westplace

## EXHIBIT B1

### LANDSCAPING MAINTENANCE LOCATIONS AND WORK SCHEDULE

#### 1.0 LOCATIONS AND WORK SCHEDULE FOR THE GENERAL SERVICES DEPARTMENT SERVICES:

##### Section-I

- A. Weeding, Weeding Beds, Mowing, Trimming, Spot Treatment for Insects, and Cleanup for a total of (32) service times, as follows: (2) times per month from January through April; (4) times per month from May through August; and (2) times per month from September through December.
- B. Fertilizing Lawns, Beds, Shrubs and Trees. Frequent each Section-I location as follows: (1) time in March only.
- C. Mulching Beds and Feeding Flowering Plants as follows: (1) time in March only.

##### 1.1 City of Houston Locations:

SITE NAME	ADDRESS
<b>ARA Sites:</b>	
B.A.R.C	2700 Evella
PDMO Warehouse	2511 Broad
Parking Management	2020 McKinney
<b>Fire Sites:</b>	
Fire Logistics	1205 Dart
HFD BRAC Facility	6903 Perimeter Park Drive
<b>Health Sites:</b>	
Environmental Air Quality Control	7411 Park Place
Denver Harbor MSC	6402 Market
Northeast MSC	9720 Spaulding St
Louie Welch Building	1818 Crockett
5 <sup>th</sup> Ward Multicenter Parking Lot	4014 Market
Hiram Clarke-Vincent Library	3810 West Fuqua
Holcombe Lab	2250/2252 Holcombe
Old Casa Health Center	1905 Cochrane
Tri-Community Center	9525 Clinton Drive

<b>HPD Sites:</b>	
Central Police Station	61 Riesner
HPD BRAC Building	7077 Perimeter Park
Uniform Supply	700 Houston Ave
Police Academy	17000 Aldine Westfield
Gerson Building	33 Artesian
Homicide Print Stall	1305 Dart
North Police Station	9455 W. Montgomery. Rd
Clear Lake Station	2855 Bay Area Blvd.
Independence Heights Storefront	803 Crosstimbers
Kingwood Police Station	3915 Rustic Woods Dr.
Midwest Police Station	7277 Regency Square
Police Lake Patrol	22619 W. Shorewood Dr.
Magnolia Substation	7525 Sherman
Northeast Police Station	8301 Ley Rd
Reed Road Storefront	3511 Reed Rd.
Southeast Command Station	8300 Mykawa
Southwest Substation	4503 Beechnut
Westside Police Station	3203 S. Dairy Ashford
Wesley House Storefront	1410 Lee
McNair Police Station	2202 St. Emanuel
Helicopter Patrol	8402 Larson
Northwest Police Station	6000 Teague
Volker Building	1100 Morin/Goliad
Mounted Patrol	5005 Little York
HPD Property Room (Old)	1103 Golliad
HPD Property Room (New)	1202 Washington
South Gessner Police Station	8605 West Place
<b>Municipal Courts Site:</b>	
Municipal Courts Building	1400 Lubbock
<b>Public Works Sites:</b>	
Southeast Quadrant	2707 Dalton
Northeast Quadrant	1718 East Burress
Northwest Quadrant	5900 Teague
Southwest Quadrant	7101 Renwick
Wastewater Technical Services	100-A Japhet
Houston Permitting Center	1002 Washington
Houston Transtar	6922 Old Katy Road

<b>General Government Sites:</b>	
GSD Property Management	2707 Dalton
GSD Property Management Warehouse	3026 Berry Road
Houston Emergency Center	5320 N. Shepherd

**2.0 Section-II**

D. Mowing, trimming, and light trash pickup. Frequent each Section-II (2.1) location (for a total of 9 times) as scheduled: One (1) time each in January, March through September, and November. [The Police Facilities requires a service frequency of 2X/Month, for a total of 24X/Year of services.]

**2.1 City of Houston Locations:**

<b>Heath Facilities</b>	
Air Pollution Monitoring Trailer	2411 Texas Ave.
Air Pollution Monitoring Trailer	1307 Crawford
Air Pollution Monitoring Trailer	12836 Croquet
Air Pollution Monitoring Trailer	9726 Monroe
Health Storage (HIU)	1620 Crockett
<b>Fire Facilities</b>	
Fire Station 75	2000 Dairy Ashford
Old Fire Station 6	901 Henderson
<b>Police Facilities (2X/Mo. - 24X/Yr.)</b>	
Auto Thief and Burn Lot	1300 Dart
Police Store Front	120001A East Freeway
<b>Vacant Lots</b>	
Vacant Lot - Hiram Clarke	3810 Fuqua
Vacant Lot - Fire Station 64	3000 Greens Rd.
Vacant Lot	7413 Park Place
Vacant Lot	7111 Dixie
Vacant Lot	3828 Aberdeen Way,
Vacant Lot	2902 Berry Rd
Vacant Lot	8420 Schuller
Vacant Lot	8422 Jenson Dr.
Vacant Lot	205 Chartres
<b>Communication Towers</b>	
Communication Tower – Old Station 11	4520 Washington
Communication Tower - Station 56	5820 Little York
Communication Tower	4401-1/2 Lang
Communication Tower	22627 Shorewood Loop
Communication Tower	3718 Reed Rd.
Communication Tower	402 Tabor
Communication Tower	5820 Teague
Communication Tower	2933 W. 12th St.

<b>Other Facilities</b>	
Rufus Cage Elementary	1417 Telephone Road

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

**2.1 City of Houston Locations:**

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

**3.0 Section-III: Sprinkler System Maintenance, Additional Tree Trimming, and Extra Work:**

**3F 3.1 Materials, Plus Markup:**

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

**3G 3.2 Labor:**

- 3.2.1 Labor man-hour: At Regular Time repair of sprinkler system;
- 3.2.2 Labor man-hour: Emergency Repair (4-hr. response) of sprinkler system;
- 3.2.3 Labor man-hour: Additional Tree Trimming above (10) feet, and up to (15) feet; and
- 3.2.4 Labor man-hour: Extra Work/Charges (as defined in Exhibit B, 18.0).

**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

### CITY OF HOUSTON CERTIFIED MWSBE SUBCONTRACT TERMS

Contractor shall ensure that all subcontracts with M/WSBE subcontractors and suppliers are clearly labeled “THIS CONTRACT IS SUBJECT TO MEDIATION” and contain the following terms:

1. SRB Landscaping (M/WSBE 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 Office of Business Opportunity Director (“the Director”).
2. SRB Landscaping (M/WSBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action or the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

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

The MWSBE policy of the City of Houston will be discussed during the pre-proposal conference. For information, assistance, and/or to receive a copy of the City's Affirmative Action Policy and/or Ordinance, contact the Office of Business Opportunity Division at 832.393.0600, 611 Walker Street, 7<sup>th</sup> Floor, Houston, Texas 77002.

EXHIBIT E

DRUG POLICY COMPLIANCE AGREEMENT

I, Jim Sivils Vice President as an owner or officer of  
(Name) (Print/Type)  
(Title)

BIO 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.

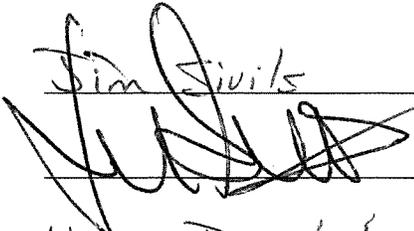
1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures 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.

12-1-14  
Date

Contractor Name Jim Sivils

Signature 

Title Vice President

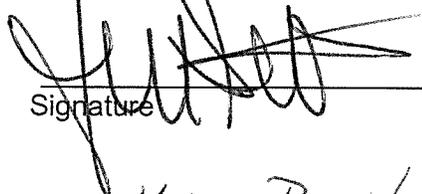
**EXHIBIT F  
[CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS  
IN PERFORMANCE OF A CITY CONTRACT]**

I, Jim Sivils Vice President  
(Name - Print/Type) (Title)

as an owner or officer of BIO 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.

12-1-14  
Date

Jim Sivils  
Contractor Name

  
Signature

Vice President  
Title

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

I, \_\_\_\_\_  
(Name - Print/Type)

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**EXHIBIT G  
DRUG POLICY COMPLIANCE DECLARATION**

I, Jim Sivils Vice President as an owner or officer of  
 (Name) (Print/Type) (Title)  
BIO Landscape & Maintenance, Inc. (Contractor)  
 (Name of Company)

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

This reporting period covers the preceding six months from 20 \_\_\_\_\_ to \_\_\_\_\_

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

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

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

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

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

	<u>Reasonable</u>	<u>Post</u>	
	<u>Random</u>	<u>Suspicion</u>	<u>Accident</u>
			<u>Total</u>

Number of Employees Tested

Number of Employees Positive

Percent Employees Positive


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

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

12-1-14  
 Date

Contractor Name

Signature

Title

Jim Sivils  
[Signature]  
Vice President

**EXHIBIT "H"**  
**FEES AND COSTS [YEAR-1]**

<b>Item No.</b>	<b>Description</b>	<b>Qty</b>	<b>U/M</b>	<b>Unit Price</b>
<b>YEAR-1, SECTION 1A: Weeding, Weeding Beds, Mowing, Trimming, Spot Treatment for Insects and Cleanup, for a Total of (32) Service Times, as Follows: (2) Times Per Month from January through April; (4) Times Per Month from May through August; and (2) Times Per Month from September through December.</b>				
1	ARA B.A.R.C. -- 2700 Evella.	32	EA	\$165.00
2	ARA PDMO Warehouse.	32	EA	\$65.00
3	ARA Parking Management -- 2020 McKinney.	32	EA	\$65.00
4	Fire Logistics -- 1205 Dart.	32	EA	\$60.00
5	Fire HFD BRAC Facility -- 6903 Perimeter Park Drive.	32	EA	\$222.00
6	Health Environmental Air Quality Control -- 7411 Park Place.	32	EA	\$60.00
7	Health Denver Harbor MSC -- 6402 Market.	32	EA	\$425.00
8	Health NE MSC -- 9720 Spaulding Street.	32	EA	\$515.00
9	Health Louie Welch Bldg. -- 1818 Crockett.	32	EA	\$70.00
10	Health 5th Ward Multicenter Parking Lot -- 4014 Market.	32	EA	\$65.00
11	Health Hiram Clarke-Vincent Library -- 3810 West Fuqua.	32	EA	\$161.00
12	Health Holcombe Lab -- 2250/2252 Holcombe.	32	EA	\$200.00
13	Health Old Casa Health Center -- 1905 Cochrane.	32	EA	\$65.00
14	Health Tri-Community Center -- 9525 Clinton Drive.	32	EA	\$70.00
15	HPD Central Police Station -- 61 Riesner.	32	EA	\$60.00
16	HPD BRAC Building -- 7077 Perimeter Park.	32	EA	\$250.00
17	HPD Uniform Supply -- 700 Houston Ave.	32	EA	\$60.00
18	HPD Police Academy -- 17000 Aldine-Westfield.	32	EA	\$1,760.00
19	HPD Gerson Building -- 33 Artesian.	32	EA	\$60.00
20	HPD Homicide Print Stall -- 1305 Dart.	32	EA	\$60.00
21	HPD North Police Station -- 9455 W. Montgomery Rd.	32	EA	\$460.00
22	HPD Clear Lake Station -- 2855 Bay Area Blvd.	32	EA	\$191.00
23	HPD Independence Heights Storefront -- 803 Crosstimbers.	32	EA	\$60.00
24	HPD Kingwood Police Station - 3915 Rustic Woods Dr.	32	EA	\$60.00
25	HPD Midwest Police Station -- 7277 Regency Square.	32	EA	\$65.00
26	HPD Police Lake Patrol -- 22619 W. Shorewood Drive.	32	EA	\$275.00
27	HPD Magnolia Substation -- 7525 Sherman.	32	EA	\$60.00
28	HPD Northeast Police Station -- 8301 Ley Rd.	32	EA	\$785.00
29	HPD Reed Road Storefront -- 3511 Reed Road.	32	EA	\$60.00
30	HPD Southeast Command Station -- 8300 Mykawa.	32	EA	\$65.00
31	HPD Southwest Substation -- 4503 Beechnut.	32	EA	\$250.00
32	HPD Westside Police Station -- 3203 S. Dairy Ashford.	32	EA	\$280.00
33	HPD Wesley House Storefront -- 1410 Lee.	32	EA	\$60.00
34	HPD McNair Police Station -- 2202 St. Emanuel.	32	EA	\$220.00
35	HPD Helicopter Patrol -- 8402 Larson.	32	EA	\$60.00
36	HPD Northwest Police Station -- 6000 Teague.	32	EA	\$140.00
37	HPD Volker Building -- 1100 Morin/Goliad.	32	EA	\$60.00
38	HPD Mounted Patrol -- 5005 Little York.	32	EA	\$565.00

**EXHIBIT "H"  
FEES AND COSTS [YEAR-1]**

<b>Item No.</b>	<b>Description</b>	<b>Qty</b>	<b>U/M</b>	<b>Unit Price</b>
39	HPD Property Room (Old) -- 1103 Goliad.	32	EA	\$60.00
40	HPD Property Room (New) -- 1202 Washington.	32	EA	\$60.00
41	HPD South Gessner Police Station -- 8605 West Place.	32	EA	\$65.00
42	Municipal Courts Building -- 1400 Lubbock.	32	EA	\$60.00
43	PWE Southeast Quadrant -- 2707 Dalton.	32	EA	\$213.00
44	PWE Northeast Quadrant -- 1718 East Burress.	32	EA	\$135.00
45	PWE Northwest Quadrant -- 5900 Teague.	32	EA	\$85.00
46	PWE Southwest Quadrant -- 7101 Renwick.	32	EA	\$165.00
47	PWE Wastewater Technical Services -- 100-A Japhet.	32	EA	\$350.00
48	PWE Houston Permitting Center -- 1002 Washington.	32	EA	\$65.00
49	PWE Houston Transtar -- 6922 Old Katy Road.	32	EA	\$429.00
50	General Gov't GSD Property Management -- 2707 Dalton.	32	EA	\$65.00
51	General Gov't GSD Property Management Warehouse -- 3026 Berry Road.	32	EA	\$65.00
52	General Gov't Houston Emergency Center -- 5320 N. Shepherd.	32	EA	\$298.00

<b>YEAR-1, SECTION 1B: Fertilizing Lawns, Beds, Shrubs and Trees. Each Location to be Frequented (1) Time Each in the Month of March, for all 53 Locations.</b>				
1	ARA B.A.R.C. -- 2700 Evella.	1	EA	\$182.00
2	ARA PDMO Warehouse.	1	EA	\$182.00
3	ARA Parking Management -- 2020 McKinney.	1	EA	\$160.00
4	Fire Logistics -- 1205 Dart.	1	EA	\$35.00
5	Fire HFD BRAC Facility -- 6903 Perimeter Park Drive --	1	EA	\$550.00
6	Health Environmental Air Quality Control -- 7411 Park Place.	1	EA	\$230.00
7	Health Denver Harbor MSC -- 6402 Market.	1	EA	\$700.00
8	Health NE MSC -- 9720 Spaulding Street.	1	EA	\$1,000.00
9	Health Louie Welch Bldg. -- 1818 Crockett.	1	EA	\$55.00
10	Health 5th Ward Multicenter Parking Lot -- 4014 Market.	1	EA	\$160.00
11	Health Hiram Clarke-Vincent Library -- 3810 West Fuqua.	1	EA	\$399.00
12	Health Holcombe Lab -- 2250/2252 Holcombe.	1	EA	\$497.00
13	Health Old Casa Health Center -- 1905 Cochrane.	1	EA	\$160.00
14	Health Tri-Community Center -- 9525 Clinton Drive.	1	EA	\$292.00
15	HPD Central Police Station -- 61 Riesner.	1	EA	\$55.00
16	HPD BRAC Building -- 7077 Perimeter Park.	1	EA	\$620.00
17	HPD Uniform Supply -- 700 Houston Ave.	1	EA	\$35.00
18	HPD Police Academy -- 17000 Aldine-Westfield.	1	EA	\$3,000.00
19	HPD Gerson Building -- 33 Artesian.	1	EA	\$55.00
20	HPD Homicide Print Stall -- 1305 Dart.	1	EA	\$35.00
21	HPD North Police Station -- 9455 W. Montgomery Rd.	1	EA	\$1,000.00
22	HPD Clear Lake Station -- 2855 Bay Area Blvd.	1	EA	\$500.00
23	HPD Independence Heights Storefront -- 803 Crosstimbers.	1	EA	\$55.00
24	HPD Kingwood Police Station - 3915 Rustic Woods Dr.	1	EA	\$112.00

**EXHIBIT "H"  
FEES AND COSTS [YEAR-1]**

<b>Item No.</b>	<b>Description</b>	<b>Qty</b>	<b>U/M</b>	<b>Unit Price</b>
25	HPD Midwest Police Station -- 7277 Regency Square.	1	EA	\$160.00
26	HPD Police Lake Patrol -- 22619 W. Shorewood Drive.	1	EA	\$700.00
27	HPD Magnolia Substation -- 7525 Sherman.	1	EA	\$50.00
28	HPD Northeast Police Station -- 8301 Ley Rd.	1	EA	\$1,700.00
29	HPD Reed Road Storefront -- 3511 Reed Road.	1	EA	\$35.00
30	HPD Southeast Command Station -- 8300 Mykawa.	1	EA	\$107.00
31	HPD Southwest Substation -- 4503 Beechnut.	1	EA	\$700.00
32	HPD Westside Police Station -- 3203 S. Dairy Ashford.	1	EA	\$750.00
33	HPD Wesley House Storefront -- 1410 Lee.	1	EA	\$135.00
34	HPD McNair Police Station -- 2202 St. Emanuel.	1	EA	\$610.00
35	HPD Helicopter Patrol -- 8402 Larson.	1	EA	\$75.00
36	HPD Northwest Police Station -- 6000 Teague.	1	EA	\$400.00
37	HPD Volker Building -- 1100 Morin/Goliad.	1	EA	\$35.00
38	HPD Mounted Patrol -- 5005 Little York.	1	EA	\$1,000.00
39	HPD Property Room (Old) -- 1103 Goliad.	1	EA	\$50.00
40	HPD Property Room (New) -- 1202 Washington.	1	EA	\$50.00
41	HPD South Gessner Police Station -- 8605 West Place.	1	EA	\$175.00
42	Municipal Courts Building -- 1400 Lubbock.	1	EA	\$55.00
43	PWE Southeast Quadrant -- 2707 Dalton.	1	EA	\$527.00
44	PWE Northeast Quadrant -- 1718 East Burress.	1	EA	\$334.00
45	PWE Northwest Quadrant -- 5900 Teague.	1	EA	\$210.00
46	PWE Southwest Quadrant -- 7101 Renwick.	1	EA	\$408.00
47	PWE Wastewater Technical Services -- 100-A Japhet.	1	EA	\$866.00
48	PWE Houston Permitting Center -- 1002 Washington.	1	EA	\$160.00
49	PWE Houston Transtar -- 6922 Old Katy Road.	1	EA	\$1,063.00
50	General Gov't GSD Property Management -- 2707 Dalton.	1	EA	\$160.00
51	General Gov't GSD Property Management Warehouse -- 3026 Berry Road.	1	EA	\$160.00
52	General Gov't Houston Emergency Center -- 5320 N. Shepherd.	1	EA	\$739.00

**YEAR-1, SECTION 1C: Mulching Beds and Feeding Flowering Plants. Each Location to be Frequented (1) Time Each in the Month of March, for all (53) Locations.**

1	ARA B.A.R.C. -- 2700 Evella.	1	EA	\$22.00
2	ARA PDMO Warehouse.	1	EA	\$22.00
3	ARA Parking Management -- 2020 McKinney.	1	EA	\$313.00
4	Fire Logistics -- 1205 Dart.	1	EA	\$66.00
5	Fire HFD BRAC Facility -- 6903 Perimeter Park Drive --	1	EA	\$612.00
6	Health Environmental Air Quality Control -- 7411 Park Place.	1	EA	\$22.00
7	Health Denver Harbor MSC -- 6402 Market.	1	EA	\$2,354.00
8	Health NE MSC -- 9720 Spaulding Street.	1	EA	\$2,818.00
9	Health Louie Welch Bldg. -- 1818 Crockett.	1	EA	\$22.00
10	Health 5th Ward Multicenter Parking Lot -- 4014 Market.	1	EA	\$313.00
11	Health Hiram Clarke-Vincent Library -- 3810 West Fuqua.	1	EA	\$443.00

**EXHIBIT "H"**  
**FEES AND COSTS [YEAR-1]**

<b>Item No.</b>	<b>Description</b>	<b>Qty</b>	<b>U/M</b>	<b>Unit Price</b>
12	Health Holcombe Lab -- 2250/2252 Holcombe.	1	EA	\$552.00
13	Health Old Casa Health Center -- 1905 Cochrane.	1	EA	\$310.00
14	Health Tri-Community Center -- 9525 Clinton Drive.	1	EA	\$294.00
15	HPD Central Police Station -- 61 Riesner.	1	EA	\$132.00
16	HPD BRAC Building -- 7077 Perimeter Park..	1	EA	\$689.00
17	HPD Uniform Supply -- 700 Houston Ave.	1	EA	\$38.00
18	HPD Police Academy -- 17000 Aldine-Westfield.	1	EA	\$552.00
19	HPD Gerson Building -- 33 Artesian.	1	EA	\$38.00
20	HPD Homicide Print Stall -- 1305 Dart.	1	EA	\$38.00
21	HPD North Police Station -- 9455 W. Montgomery Rd.	1	EA	\$220.00
22	HPD Clear Lake Station -- 2855 Bay Area Blvd.	1	EA	\$1,237.00
23	HPD Independence Heights Storefront -- 803 Crosstimbers.	1	EA	\$55.00
24	HPD Kingwood Police Station - 3915 Rustic Woods Dr.	1	EA	\$110.00
25	HPD Midwest Police Station -- 7277 Regency Square.	1	EA	\$310.00
26	HPD Police Lake Patrol -- 22619 W. Shorewood Drive.	1	EA	\$22.00
27	HPD Magnolia Substation -- 7525 Sherman.	1	EA	\$143.00
28	HPD Northeast Police Station -- 8301 Ley Rd.	1	EA	\$1,879.00
29	HPD Reed Road Storefront -- 3511 Reed Road.	1	EA	\$22.00
30	HPD Southeast Command Station -- 8300 Mykawa.	1	EA	\$132.00
31	HPD Southwest Substation -- 4503 Beechnut.	1	EA	\$309.00
32	HPD Westside Police Station -- 3203 S. Dairy Ashford.	1	EA	\$2,586.00
33	HPD Wesley House Storefront -- 1410 Lee.	1	EA	\$464.00
34	HPD McNair Police Station -- 2202 St. Emanuel.	1	EA	\$762.00
35	HPD Helicopter Patrol -- 8402 Larson.	1	EA	\$110.00
36	HPD Northwest Police Station -- 6000 Teague.	1	EA	\$55.00
37	HPD Volker Building -- 1100 Morin/Goliad.	1	EA	\$38.00
38	HPD Mounted Patrol -- 5005 Little York.	1	EA	\$1,585.00
39	HPD Property Room (Old) -- 1103 Goliad.	1	EA	\$22.00
40	HPD Property Room (New) -- 1202 Washington.	1	EA	\$22.00
41	HPD South Gessner Police Station -- 8605 West Place.	1	EA	\$194.00
42	Municipal Courts Building -- 1400 Lubbock.	1	EA	\$289.00
43	PWE Southeast Quadrant -- 2707 Dalton.	1	EA	\$1,008.00
44	PWE Northeast Quadrant -- 1718 East Burress.	1	EA	\$420.00
45	PWE Northwest Quadrant -- 5900 Teague.	1	EA	\$210.00
46	PWE Southwest Quadrant -- 7101 Renwick.	1	EA	\$210.00
47	PWE Wastewater Technical Services -- 100-A Japhet.	1	EA	\$420.00
48	PWE Houston Permitting Center -- 1002 Washington.	1	EA	\$313.00
49	PWE Houston Transtar -- 6922 Old Katy Road.	1	EA	\$1,182.00
50	General Gov't GSD Property Management -- 2707 Dalton.	1	EA	\$294.00
51	General Gov't GSD Property Management Warehouse -- 3026 Berry Road.	1	EA	\$294.00
52	General Gov't Houston Emergency Center -- 5320 N. Shepherd.	1	EA	\$798.00

**EXHIBIT "H"  
FEES AND COSTS [YEAR-1]**

<b>Item No.</b>	<b>Description</b>	<b>Qty</b>	<b>U/M</b>	<b>Unit Price</b>
<b>YEAR-1, SECTION 2D: Mowing, Trimming, and Light Trash Pickup. Each Location to be Frequented (9) Scheduled Times/Year, as Follows: One (1) Time Each in January, March through September, and November. [For Line Item Nos. 10 &amp; 11, 2X Each Month and 24X Per Year Services.]</b>				
1	Health: Air Pollution Monitoring Trailer - 2411 Texas Ave.	9	EA	\$124.00
2	Health: Air Pollution Monitoring Trailer - 1307 Crawford.	9	EA	\$74.00
3	Health: Air Pollution Monitoring Trailer - 12836 Croquet.	9	EA	\$85.00
4	Health: Air Pollution Monitoring Trailer - 9726 Monroe.	9	EA	\$70.00
5	Health: Health Storage (HIU) - 1620 Crockett.	9	EA	\$65.00
6	Fire: Fire Station 75 - 2000 Dairy Ashford.	9	EA	\$100.00
7	Fire: Old Fire Station 6 - 901 Henderson.	9	EA	\$74.00
8	Police: Auto Thief and Burn Lot - 1300 Dart.	24	EA	\$74.00
9	Police: Police Store Front - 120001A East Freeway.	24	EA	\$100.00
10	Vacant Lot, Hiram Clarke - 3810 Fuqua.	9	EA	\$375.00
11	Vacant Lot, Fire Station 64 - 3000 Greens Rd.	9	EA	\$85.00
12	Vacant Lot - 7413 Park Place.	9	EA	\$65.00
13	Vacant Lot - 7111 Dixie.	9	EA	\$65.00
14	Vacant Lot - 3828 Aberdeen Way.	9	EA	\$65.00
15	Vacant Lot - 2902 Berry Road.	9	EA	\$65.00
16	Vacant Lot - 8420 Schuller.	9	EA	\$65.00
17	Vacant Lot - 8422 Jensen Dr.	9	EA	\$65.00
18	Vacant Lot - 205 Chartres.	9	EA	\$65.00
19	Communications Tower, Old Station 11 - 4520 Washington.	9	EA	\$70.00
20	Communications Tower, Station 56 - 5820 Little York.	9	EA	\$74.00
21	Communications Tower - 4401-1/2 Lang.	9	EA	\$65.00
22	Communications Tower - 22627 Shorewood Loop.	9	EA	\$74.00
23	Communications Tower - 3718 Reed Rd.	9	EA	\$65.00
24	Communications Tower - 402 Tabor.	9	EA	\$65.00
25	Communications Tower - 5820 Teague.	9	EA	\$120.00
26	Communications Tower - 2933 W. 12th Str.	9	EA	\$65.00
27	Rufus Cage Elementary - 1417 Telephone Road.	9	EA	\$76.00
28	Vacant Lot - 7131 Cullen	9	EA	\$65.00

<b>YEAR-1, SECTION 2E: Pruning, Feeding and Mulch Work / Disease Inspection and Cleanup. Each Location to be Frequented (9) Scheduled Times/Year, as Follows: One (1) Time Each in January, March through September, and November.</b>				
1	3102 Center Str.	9	EA	\$150.00
2	1200 Travis	9	EA	\$150.00

**EXHIBIT "H"**  
**FEES AND COSTS [YEAR-1]**

Item No.	Description	Qty	U/M	Unit Price
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<b>YEAR-1, SECTION 3F: Sprinkler System Maintenance, Additional Tree Trimming, Fence-Line Cleaning, and Extra Work on an As-Needed Basis. (Materials Plus Markup, 3.1.1 - 3.1.2.)</b>				
1	3.1.1: Any Type Sprinkler System Parts at Actual Cost (As Needed), Plus Markup.			25%
2	3.1.2: Plants and Materials at Actual Cost (As Needed), Plus Markup.			25%

<b>YEAR-1, SECTION 3G (Labor 3.2).</b>				
1	Labor Man-Hour: At Regular Time Repair of Sprinkler System.	1	HR	\$50.00
2	Labor Man-Hour: Emergency Repair (4-Hr Response) of Sprinkler System.	1	HR	\$75.00
3	Labor Man-Hour: Additional Tree Trimming Above (10) Feet and up to (15) Feet.	1	HR	\$50.00
4	Labor Man-Hour: Extra Work as Defined in Exhibit B of SOW, Provision 18.0.	1	HR	\$50.00

**EXHIBIT "H"  
FEES AND COSTS [YEAR-2]**

<b>Item No.</b>	<b>Description</b>	<b>Qty</b>	<b>U/M</b>	<b>Unit Price</b>
<b>YEAR-2, SECTION 1A: Weeding, Weeding Beds, Mowing, Trimming, Spot Treatment for Insects and Cleanup, for a Total of (32) Service Times, as Follows: (2) Times Per Month from January through April; (4) Times Per Month from May through August; and (2) Times Per Month from September through December.</b>				
1	ARA B.A.R.C. -- 2700 Evella.	32	EA	\$170.00
2	ARA PDMO Warehouse.	32	EA	\$67.00
3	ARA Parking Management -- 2020 McKinney.	32	EA	\$67.00
4	Fire Logistics -- 1205 Dart.	32	EA	\$62.00
5	Fire HFD BRAC Facility -- 6903 Perimeter Park Drive.	32	EA	\$229.00
6	Health Environmental Air Quality Control -- 7411 Park Place.	32	EA	\$62.00
7	Health Denver Harbor MSC -- 6402 Market.	32	EA	\$438.00
8	Health NE MSC -- 9720 Spaulding Street.	32	EA	\$531.00
9	Health Louie Welch Bldg. -- 1818 Crockett.	32	EA	\$72.00
10	Health 5th Ward Multicenter Parking Lot -- 4014 Market.	32	EA	\$67.00
11	Health Hiram Clarke-Vincent Library -- 3810 West Fuqua.	32	EA	\$166.00
12	Health Holcombe Lab -- 2250/2252 Holcombe.	32	EA	\$207.00
13	Health Old Casa Health Center -- 1905 Cochrane.	32	EA	\$67.00
14	Health Tri-Community Center -- 9525 Clinton Drive.	32	EA	\$72.00
15	HPD Central Police Station -- 61 Riesner.	32	EA	\$62.00
16	HPD BRAC Building -- 7077 Perimeter Park.	32	EA	\$258.00
17	HPD Uniform Supply -- 700 Houston Ave.	32	EA	\$62.00
18	HPD Police Academy -- 17000 Aldine-Westfield.	32	EA	\$1,814.00
19	HPD Gerson Building -- 33 Artesian.	32	EA	\$62.00
20	HPD Homicide Print Stall -- 1305 Dart.	32	EA	\$62.00
21	HPD North Police Station -- 9455 W. Montgomery Rd.	32	EA	\$474.00
22	HPD Clear Lake Station -- 2855 Bay Area Blvd.	32	EA	\$197.00
23	HPD Independence Heights Storefront -- 803 Crosstimbers.	32	EA	\$62.00
24	HPD Kingwood Police Station - 3915 Rustic Woods Dr.	32	EA	\$62.00
25	HPD Midwest Police Station -- 7277 Regency Square.	32	EA	\$67.00
26	HPD Police Lake Patrol -- 22619 W. Shorewood Drive.	32	EA	\$284.00
27	HPD Magnolia Substation -- 7525 Sherman.	32	EA	\$62.00
28	HPD Northeast Police Station -- 8301 Ley Rd.	32	EA	\$809.00
29	HPD Reed Road Storefront -- 3511 Reed Road.	32	EA	\$62.00
30	HPD Southeast Command Station -- 8300 Mykawa.	32	EA	\$67.00
31	HPD Southwest Substation -- 4503 Beechnut.	32	EA	\$258.00
32	HPD Westside Police Station -- 3203 S. Dairy Ashford.	32	EA	\$289.00
33	HPD Wesley House Storefront -- 1410 Lee.	32	EA	\$62.00
34	HPD McNair Police Station -- 2202 St. Emanuel.	32	EA	\$227.00
35	HPD Helicopter Patrol -- 8402 Larson.	32	EA	\$62.00
36	HPD Northwest Police Station -- 6000 Teague.	32	EA	\$144.00
37	HPD Volker Building -- 1100 Morin/Goliad.	32	EA	\$62.00
38	HPD Mounted Patrol -- 5005 Little York.	32	EA	\$582.00
39	HPD Property Room (Old) -- 1103 Goliad.	32	EA	\$62.00

**EXHIBIT "H"  
FEES AND COSTS [YEAR-2]**

<b>Item No.</b>	<b>Description</b>	<b>Qty</b>	<b>U/M</b>	<b>Unit Price</b>
40	HPD Property Room (New) -- 1202 Washington.	32	EA	\$62.00
41	HPD South Gessner Police Station -- 8605 West Place.	32	EA	\$67.00
42	Municipal Courts Building -- 1400 Lubbock.	32	EA	\$62.00
43	PWE Southeast Quadrant -- 2707 Dalton.	32	EA	\$220.00
44	PWE Northeast Quadrant -- 1718 East Burress.	32	EA	\$139.00
45	PWE Northwest Quadrant -- 5900 Teague.	32	EA	\$88.00
46	PWE Southwest Quadrant -- 7101 Renwick.	32	EA	\$170.00
47	PWE Wastewater Technical Services -- 100-A Japhet.	32	EA	\$361.00
48	PWE Houston Permitting Center -- 1002 Washington.	32	EA	\$67.00
49	PWE Houston Transtar -- 6922 Old Katy Road.	32	EA	\$443.00
50	General Gov't GSD Property Management -- 2707 Dalton.	32	EA	\$67.00
51	General Gov't GSD Property Management Warehouse -- 3026 Berry Road.	32	EA	\$67.00
52	General Gov't Houston Emergency Center -- 5320 N. Shepherd.	32	EA	\$308.00

<b>YEAR-2, SECTION 1B: Fertilizing Lawns, Beds, Shrubs and Trees. Each Location to be Frequented (1) Time Each in the Month of March, for all 53 Locations.</b>				
1	ARA B.A.R.C. -- 2700 Evella.	1	EA	\$188.00
2	ARA PDMO Warehouse.	1	EA	\$188.00
3	ARA Parking Management -- 2020 McKinney.	1	EA	\$166.00
4	Fire Logistics -- 1205 Dart.	1	EA	\$36.00
5	Fire HFD BRAC Facility -- 6903 Perimeter Park Drive --	1	EA	\$568.00
6	Health Environmental Air Quality Control -- 7411 Park Place.	1	EA	\$237.00
7	Health Denver Harbor MSC -- 6402 Market.	1	EA	\$722.00
8	Health NE MSC -- 9720 Spaulding Street.	1	EA	\$1,031.00
9	Health Louie Welch Bldg. -- 1818 Crockett.	1	EA	\$57.00
10	Health 5th Ward Multicenter Parking Lot -- 4014 Market.	1	EA	\$166.00
11	Health Hiram Clarke-Vincent Library -- 3810 West Fuqua.	1	EA	\$411.00
12	Health Holcombe Lab -- 2250/2252 Holcombe.	1	EA	\$512.00
13	Health Old Casa Health Center -- 1905 Cochrane.	1	EA	\$166.00
14	Health Tri-Community Center -- 9525 Clinton Drive.	1	EA	\$302.00
15	HPD Central Police Station -- 61 Riesner.	1	EA	\$57.00
16	HPD BRAC Building -- 7077 Perimeter Park.	1	EA	\$639.00
17	HPD Uniform Supply -- 700 Houston Ave.	1	EA	\$36.00
18	HPD Police Academy -- 17000 Aldine-Westfield.	1	EA	\$3,093.00
19	HPD Gerson Building -- 33 Artesian.	1	EA	\$57.00
20	HPD Homicide Print Stall -- 1305 Dart.	1	EA	\$36.00
21	HPD North Police Station -- 9455 W. Montgomery Rd.	1	EA	\$1,031.00
22	HPD Clear Lake Station -- 2855 Bay Area Blvd.	1	EA	\$515.00
23	HPD Independence Heights Storefront -- 803 Crosstimbers.	1	EA	\$57.00
24	HPD Kingwood Police Station - 3915 Rustic Woods Dr.	1	EA	\$115.00

**EXHIBIT "H"**  
**FEES AND COSTS [YEAR-2]**

<b>Item No.</b>	<b>Description</b>	<b>Qty</b>	<b>U/M</b>	<b>Unit Price</b>
25	HPD Midwest Police Station -- 7277 Regency Square.	1	EA	\$166.00
26	HPD Police Lake Patrol -- 22619 W. Shorewood Drive.	1	EA	\$722.00
27	HPD Magnolia Substation -- 7525 Sherman.	1	EA	\$52.00
28	HPD Northeast Police Station -- 8301 Ley Rd.	1	EA	\$1,753.00
29	HPD Reed Road Storefront -- 3511 Reed Road.	1	EA	\$36.00
30	HPD Southeast Command Station -- 8300 Mykawa.	1	EA	\$110.00
31	HPD Southwest Substation -- 4503 Beechnut.	1	EA	\$722.00
32	HPD Westside Police Station -- 3203 S. Dairy Ashford.	1	EA	\$773.00
33	HPD Wesley House Storefront -- 1410 Lee.	1	EA	\$139.00
34	HPD McNair Police Station -- 2202 St. Emanuel.	1	EA	\$629.00
35	HPD Helicopter Patrol -- 8402 Larson.	1	EA	\$77.00
36	HPD Northwest Police Station -- 6000 Teague.	1	EA	\$412.00
37	HPD Volker Building -- 1100 Morin/Goliad.	1	EA	\$36.00
38	HPD Mounted Patrol -- 5005 Little York.	1	EA	\$1,031.00
39	HPD Property Room (Old) -- 1103 Goliad.	1	EA	\$52.00
40	HPD Property Room (New) -- 1202 Washington.	1	EA	\$52.00
41	HPD South Gessner Police Station -- 8605 West Place.	1	EA	\$181.00
42	Municipal Courts Building -- 1400 Lubbock.	1	EA	\$57.00
43	PWE Southeast Quadrant -- 2707 Dalton.	1	EA	\$544.00
44	PWE Northeast Quadrant -- 1718 East Burress.	1	EA	\$345.00
45	PWE Northwest Quadrant -- 5900 Teague.	1	EA	\$217.00
46	PWE Southwest Quadrant -- 7101 Renwick.	1	EA	\$421.00
47	PWE Wastewater Technical Services -- 100-A Japhet.	1	EA	\$894.00
48	PWE Houston Permitting Center -- 1002 Washington.	1	EA	\$166.00
49	PWE Houston Transtar -- 6922 Old Katy Road.	1	EA	\$1,096.00
50	General Gov't GSD Property Management -- 2707 Dalton.	1	EA	\$166.00
51	General Gov't GSD Property Management Warehouse -- 3026 Berry Road.	1	EA	\$166.00
52	General Gov't Houston Emergency Center -- 5320 N. Shepherd.	1	EA	\$763.00

**YEAR-2, SECTION 1C: Mulching Beds and Feeding Flowering Plants. Each Location to be Frequented (1) Time Each in the Month of March, for all (53) Locations.**

1	ARA B.A.R.C. -- 2700 Evella.	1	EA	\$23.00
2	ARA PDMO Warehouse.	1	EA	\$23.00
3	ARA Parking Management -- 2020 McKinney.	1	EA	\$323.00
4	Fire Logistics -- 1205 Dart.	1	EA	\$68.00
5	Fire HFD BRAC Facility -- 6903 Perimeter Park Drive --	1	EA	\$632.00
6	Health Environmental Air Quality Control -- 7411 Park Place.	1	EA	\$23.00
7	Health Denver Harbor MSC -- 6402 Market.	1	EA	\$2,427.00
8	Health NE MSC -- 9720 Spaulding Street.	1	EA	\$2,906.00
9	Health Louie Welch Bldg. -- 1818 Crockett.	1	EA	\$23.00
10	Health 5th Ward Multicenter Parking Lot -- 4014 Market.	1	EA	\$323.00

**EXHIBIT "H"**  
**FEES AND COSTS [YEAR-2]**

<b>Item No.</b>	<b>Description</b>	<b>Qty</b>	<b>U/M</b>	<b>Unit Price</b>
11	Health Hiram Clarke-Vincent Library -- 3810 West Fuqua.	1	EA	\$457.00
12	Health Holcombe Lab -- 2250/2252 Holcombe.	1	EA	\$570.00
13	Health Old Casa Health Center -- 1905 Cochrane.	1	EA	\$320.00
14	Health Tri-Community Center -- 9525 Clinton Drive.	1	EA	\$303.00
15	HPD Central Police Station -- 61 Riesner.	1	EA	\$137.00
16	HPD BRAC Building -- 7077 Perimeter Park.	1	EA	\$711.00
17	HPD Uniform Supply -- 700 Houston Ave.	1	EA	\$40.00
18	HPD Police Academy -- 17000 Aldine-Westfield.	1	EA	\$570.00
19	HPD Gerson Building -- 33 Artesian.	1	EA	\$40.00
20	HPD Homicide Print Stall -- 1305 Dart.	1	EA	\$40.00
21	HPD North Police Station -- 9455 W. Montgomery Rd.	1	EA	\$228.00
22	HPD Clear Lake Station -- 2855 Bay Area Blvd.	1	EA	\$1,276.00
23	HPD Independence Heights Storefront -- 803 Crosstimbers.	1	EA	\$57.00
24	HPD Kingwood Police Station - 3915 Rustic Woods Dr.	1	EA	\$114.00
25	HPD Midwest Police Station -- 7277 Regency Square.	1	EA	\$320.00
26	HPD Police Lake Patrol -- 22619 W. Shorewood Drive.	1	EA	\$23.00
27	HPD Magnolia Substation -- 7525 Sherman.	1	EA	\$148.00
28	HPD Northeast Police Station -- 8301 Ley Rd.	1	EA	\$1,937.00
29	HPD Reed Road Storefront -- 3511 Reed Road.	1	EA	\$23.00
30	HPD Southeast Command Station -- 8300 Mykawa.	1	EA	\$137.00
31	HPD Southwest Substation -- 4503 Beechnut.	1	EA	\$319.00
32	HPD Westside Police Station -- 3203 S. Dairy Ashford.	1	EA	\$2,667.00
33	HPD Wesley House Storefront -- 1410 Lee.	1	EA	\$478.00
34	HPD McNair Police Station -- 2202 St. Emanuel.	1	EA	\$786.00
35	HPD Helicopter Patrol -- 8402 Larson.	1	EA	\$114.00
36	HPD Northwest Police Station -- 6000 Teague.	1	EA	\$57.00
37	HPD Volker Building -- 1100 Morin/Goliad.	1	EA	\$40.00
38	HPD Mounted Patrol -- 5005 Little York.	1	EA	\$1,635.00
39	HPD Property Room (Old) -- 1103 Goliad.	1	EA	\$23.00
40	HPD Property Room (New) -- 1202 Washington.	1	EA	\$23.00
41	HPD South Gessner Police Station -- 8605 West Place.	1	EA	\$201.00
42	Municipal Courts Building -- 1400 Lubbock.	1	EA	\$299.00
43	PWE Southeast Quadrant -- 2707 Dalton.	1	EA	\$1,039.00
44	PWE Northeast Quadrant -- 1718 East Burress.	1	EA	\$433.00
45	PWE Northwest Quadrant -- 5900 Teague.	1	EA	\$216.00
46	PWE Southwest Quadrant -- 7101 Renwick.	1	EA	\$216.00
47	PWE Wastewater Technical Services -- 100-A Japhet.	1	EA	\$433.00
48	PWE Houston Permitting Center -- 1002 Washington.	1	EA	\$323.00
49	PWE Houston Transtar -- 6922 Old Katy Road.	1	EA	\$1,219.00
50	General Gov't GSD Property Management -- 2707 Dalton.	1	EA	\$303.00
51	General Gov't GSD Property Management Warehouse -- 3026 Berry Rd.	1	EA	\$303.00
52	General Gov't Houston Emergency Center -- 5320 N. Shepherd.	1	EA	\$823.00

**EXHIBIT "H"  
FEES AND COSTS [YEAR-2]**

<b>Item No.</b>	<b>Description</b>	<b>Qty</b>	<b>U/M</b>	<b>Unit Price</b>
<b>YEAR-2, SECTION 2D: Mowing, Trimming, and Light Trash Pickup. Each Location to be Frequented (9) Scheduled Times/Year, as Follows: One (1) Time Each in January, March through September, and November. [For Line Item Nos. 10 &amp; 11, 2X Each Month and 24X Per-Year Services.]</b>				
1	Health: Air Pollution Monitoring Trailer - 2411 Texas Ave.	9	EA	\$129.00
2	Health: Air Pollution Monitoring Trailer - 1307 Crawford.	9	EA	\$77.00
3	Health: Air Pollution Monitoring Trailer - 12836 Croquet.	9	EA	\$88.00
4	Health: Air Pollution Monitoring Trailer - 9726 Monroe.	9	EA	\$72.00
5	Health: Health Storage (HIU) - 1620 Crockett.	9	EA	\$67.00
6	Fire: Fire Station 75 - 2000 Dairy Ashford.	9	EA	\$103.00
7	Fire: Old Fire Station 6 - 901 Henderson.	9	EA	\$77.00
8	Police: Auto Thief and Burn Lot - 1300 Dart.	24	EA	\$77.00
9	Police: Police Store Front - 120001A East Freeway.	24	EA	\$103.00
10	Vacant Lot, Hiram Clarke - 3810 Fuqua.	9	EA	\$387.00
11	Vacant Lot, Fire Station 64 - 3000 Greens Rd.	9	EA	\$88.00
12	Vacant Lot - 7413 Park Place.	9	EA	\$67.00
13	Vacant Lot - 7111 Dixie.	9	EA	\$67.00
14	Vacant Lot - 3828 Aberdeen Way.	9	EA	\$67.00
15	Vacant Lot - 2902 Berry Road.	9	EA	\$67.00
16	Vacant Lot - 8420 Schuller.	9	EA	\$67.00
17	Vacant Lot - 8422 Jensen Dr.	9	EA	\$67.00
18	Vacant Lot - 205 Chartres.	9	EA	\$67.00
19	Communications Tower, Old Station 11 - 4520 Washington.	9	EA	\$72.00
20	Communications Tower, Station 56 - 5820 Little York.	9	EA	\$77.00
21	Communications Tower - 4401-1/2 Lang.	9	EA	\$67.00
22	Communications Tower - 22627 Shorewood Loop.	9	EA	\$77.00
23	Communications Tower - 3718 Reed Rd.	9	EA	\$67.00
24	Communications Tower - 402 Tabor.	9	EA	\$67.00
25	Communications Tower - 5820 Teague.	9	EA	\$124.00
26	Communications Tower - 2933 W. 12th Str.	9	EA	\$67.00
27	Rufus Cage Elementary - 1417 Telephone Road.	9	EA	\$79.00
28	Vacant Lot - 7131 Cullen	9	EA	\$67.00

<b>YEAR-2, SECTION 2E: Pruning, Feeding and Mulch Work / Disease Inspection and Cleanup. Each Location to be Frequented (9) Scheduled Times/Year, as Follows: One (1) Time Each in January, March through September, and November.</b>				
1	3102 Center Str.	9	EA	\$159.00
2	1200 Travis	9	EA	\$159.00

**EXHIBIT "H"**  
**FEES AND COSTS [YEAR-2]**

Item No.	Description	Qty	U/M	Unit Price
<b>YEAR-2, SECTION 3F: Sprinkler System Maintenance, Additional Tree Trimming, Fence-Line Cleaning, and Extra Work on an As-Needed Basis. (Materials Plus Markup, 3.1.1 - 3.1.2.)</b>				
1	3.1.1: Any Type Sprinkler System Parts at Actual Cost (As Needed), Plus Markup.	1		25%
2	3.1.2: Plants and Materials at Actual Cost (As Needed), Plus Markup.	1		25%
<b>YEAR-2, SECTION 3G (Labor 3.2).</b>				
1	Labor Man-Hour: At Regular Time Repair of Sprinkler System.	1	HR	\$52.00
2	Labor Man-Hour: Emergency Repair(4-Hr Response) of Sprinkler System.	1	HR	\$76.00
3	Labor Man-Hour: Additional Tree Trimming Above (10) Feet and up to (15) Feet.	1	HR	\$52.00
4	Labor Man-Hour: Extra Work as Defined in Exhibit B of SOW, Provision 18.0.	1	HR	\$52.00

**EXHIBIT "H"**  
**FEES AND COSTS [YEAR-3]**

<b>YEAR-3, SECTION 1A: Weeding, Weeding Beds, Mowing, Trimming, Spot Treatment for Insects and Cleanup, for a Total of (32) Service Times, as Follows: (2) Times Per Month from January through April; (4) Times Per Month from May through August; and (2) Times Per Month from September through December.</b>				
1	ARA B.A.R.C. -- 2700 Evella.	32	EA	\$175.00
2	ARA PDMO Warehouse.	32	EA	\$69.00
3	ARA Parking Management -- 2020 McKinney.	32	EA	\$69.00
4	Fire Logistics -- 1205 Dart.	32	EA	\$64.00
5	Fire HFD BRAC Facility -- 6903 Perimeter Park Drive.	32	EA	\$236.00
6	Health Environmental Air Quality Control -- 7411 Park Place.	32	EA	\$64.00
7	Health Denver Harbor MSC -- 6402 Market.	32	EA	\$452.00
8	Health NE MSC -- 9720 Spaulding Street.	32	EA	\$547.00
9	Health Louie Welch Bldg. -- 1818 Crockett.	32	EA	\$74.00
10	Health 5th Ward Multicenter Parking Lot -- 4014 Market.	32	EA	\$69.00
11	Health Hiram Clarke-Vincent Library -- 3810 West Fuqua.	32	EA	\$171.00
12	Health Holcombe Lab -- 2250/2252 Holcombe.	32	EA	\$213.00
13	Health Old Casa Health Center -- 1905 Cochrane.	32	EA	\$69.00
14	Health Tri-Community Center -- 9525 Clinton Drive.	32	EA	\$74.00
15	HPD Central Police Station -- 61 Riesner.	32	EA	\$64.00
16	HPD BRAC Building -- 7077 Perimeter Park.	32	EA	\$266.00
17	HPD Uniform Supply -- 700 Houston Ave.	32	EA	\$64.00
18	HPD Police Academy -- 17000 Aldine-Westfield.	32	EA	\$1,871.00
19	HPD Gerson Building -- 33 Artesian.	32	EA	\$64.00
20	HPD Homicide Print Stall -- 1305 Dart.	32	EA	\$64.00
21	HPD North Police Station -- 9455 W. Montgomery Rd.	32	EA	\$489.00
22	HPD Clear Lake Station -- 2855 Bay Area Blvd.	32	EA	\$203.00
23	HPD Independence Heights Storefront -- 803 Crosstimbers.	32	EA	\$64.00
24	HPD Kingwood Police Station - 3915 Rustic Woods Dr.	32	EA	\$64.00
25	HPD Midwest Police Station -- 7277 Regency Square.	32	EA	\$69.00
26	HPD Police Lake Patrol -- 22619 W. Shorewood Drive.	32	EA	\$292.00
27	HPD Magnolia Substation -- 7525 Sherman.	32	EA	\$64.00
28	HPD Northeast Police Station -- 8301 Ley Rd.	32	EA	\$834.00
29	HPD Reed Road Storefront -- 3511 Reed Road.	32	EA	\$64.00
30	HPD Southeast Command Station -- 8300 Mykawa.	32	EA	\$69.00
31	HPD Southwest Substation -- 4503 Beechnut.	32	EA	\$266.00
32	HPD Westside Police Station -- 3203 S. Dairy Ashford.	32	EA	\$298.00
33	HPD Wesley House Storefront -- 1410 Lee.	32	EA	\$64.00
34	HPD McNair Police Station -- 2202 St. Emanuel.	32	EA	\$234.00
35	HPD Helicopter Patrol -- 8402 Larson.	32	EA	\$64.00
36	HPD Northwest Police Station -- 6000 Teague.	32	EA	\$149.00
37	HPD Volker Building -- 1100 Morin/Goliad.	32	EA	\$64.00
38	HPD Mounted Patrol -- 5005 Little York.	32	EA	\$600.00
39	HPD Property Room (Old) -- 1103 Goliad.	32	EA	\$64.00
40	HPD Property Room (New) -- 1202 Washington.	32	EA	\$64.00
41	HPD South Gessner Police Station -- 8605 West Place.	32	EA	\$69.00
42	Municipal Courts Building -- 1400 Lubbock.	32	EA	\$64.00

**EXHIBIT "H"  
FEES AND COSTS [YEAR-3]**

<b>Item No.</b>	<b>Description</b>	<b>Qty</b>	<b>U/M</b>	<b>Unit Price</b>
43	PWE Southeast Quadrant -- 2707 Dalton.	32	EA	\$226.00
44	PWE Northeast Quadrant -- 1718 East Burress.	32	EA	\$143.00
45	PWE Northwest Quadrant -- 5900 Teague.	32	EA	\$90.00
46	PWE Southwest Quadrant -- 7101 Renwick.	32	EA	\$175.00
47	PWE Wastewater Technical Services -- 100-A Japhet.	32	EA	\$372.00
48	PWE Houston Permitting Center -- 1002 Washington.	32	EA	\$69.00
49	PWE Houston Transtar -- 6922 Old Katy Road.	32	EA	\$456.00
50	General Gov't GSD Property Management -- 2707 Dalton.	32	EA	\$69.00
51	General Gov't GSD Property Management Warehouse -- 3026 Berry Road.	32	EA	\$69.00
52	General Gov't Houston Emergency Center -- 5320 N. Shepherd.	32	EA	\$317.00

<b>YEAR-3, SECTION 1B: Fertilizing Lawns, Beds, Shrubs and Trees. Each Location to be Frequented (1) Time Each in the Month of March, for all 53 Locations.</b>				
1	ARA B.A.R.C. -- 2700 Evella.	1	EA	\$193.00
2	ARA PDMO Warehouse.	1	EA	\$193.00
3	ARA Parking Management -- 2020 McKinney.	1	EA	\$171.00
4	Fire Logistics -- 1205 Dart.	1	EA	\$37.00
5	Fire HFD BRAC Facility -- 6903 Perimeter Park Drive --	1	EA	\$585.00
6	Health Environmental Air Quality Control -- 7411 Park Place.	1	EA	\$244.00
7	Health Denver Harbor MSC -- 6402 Market.	1	EA	\$744.00
8	Health NE MSC -- 9720 Spaulding Street.	1	EA	\$1,063.00
9	Health Louie Welch Bldg. -- 1818 Crockett.	1	EA	\$58.00
10	Health 5th Ward Multicenter Parking Lot -- 4014 Market.	1	EA	\$171.00
11	Health Hiram Clarke-Vincent Library -- 3810 West Fuqua.	1	EA	\$424.00
12	Health Holcombe Lab -- 2250/2252 Holcombe.	1	EA	\$528.00
13	Health Old Casa Health Center -- 1905 Cochrane.	1	EA	\$171.00
14	Health Tri-Community Center -- 9525 Clinton Drive.	1	EA	\$311.00
15	HPD Central Police Station -- 61 Riesner.	1	EA	\$58.00
16	HPD BRAC Building -- 7077 Perimeter Park.	1	EA	\$659.00
17	HPD Uniform Supply -- 700 Houston Ave.	1	EA	\$37.00
18	HPD Police Academy -- 17000 Aldine-Westfield.	1	EA	\$3,188.00
19	HPD Gerson Building -- 33 Artesian.	1	EA	\$58.00
20	HPD Homicide Print Stall -- 1305 Dart.	1	EA	\$37.00
21	HPD North Police Station -- 9455 W. Montgomery Rd.	1	EA	\$1,063.00
22	HPD Clear Lake Station -- 2855 Bay Area Blvd.	1	EA	\$531.00
23	HPD Independence Heights Storefront -- 803 Crosstimbers.	1	EA	\$58.00
24	HPD Kingwood Police Station - 3915 Rustic Woods Dr.	1	EA	\$119.00
25	HPD Midwest Police Station -- 7277 Regency Square.	1	EA	\$171.00
26	HPD Police Lake Patrol -- 22619 W. Shorewood Drive.	1	EA	\$744.00

**EXHIBIT "H"  
FEES AND COSTS [YEAR-3]**

<b>Item No.</b>	<b>Description</b>	<b>Qty</b>	<b>U/M</b>	<b>Unit Price</b>
27	HPD Magnolia Substation -- 7525 Sherman.	1	EA	\$53.00
28	HPD Northeast Police Station -- 8301 Ley Rd.	1	EA	\$1,807.00
29	HPD Reed Road Storefront -- 3511 Reed Road.	1	EA	\$37.00
30	HPD Southeast Command Station -- 8300 Mykawa.	1	EA	\$114.00
31	HPD Southwest Substation -- 4503 Beechnut.	1	EA	\$744.00
32	HPD Westside Police Station -- 3203 S. Dairy Ashford.	1	EA	\$797.00
33	HPD Wesley House Storefront -- 1410 Lee.	1	EA	\$143.00
34	HPD McNair Police Station -- 2202 St. Emanuel.	1	EA	\$648.00
35	HPD Helicopter Patrol -- 8402 Larson.	1	EA	\$80.00
36	HPD Northwest Police Station -- 6000 Teague.	1	EA	\$425.00
37	HPD Volker Building -- 1100 Morin/Goliad.	1	EA	\$37.00
38	HPD Mounted Patrol -- 5005 Little York.	1	EA	\$1,063.00
39	HPD Property Room (Old) -- 1103 Goliad.	1	EA	\$53.00
40	HPD Property Room (New) -- 1202 Washington.	1	EA	\$53.00
41	HPD South Gessner Police Station -- 8605 West Place.	1	EA	\$186.00
42	Municipal Courts Building -- 1400 Lubbock.	1	EA	\$58.00
43	PWE Southeast Quadrant -- 2707 Dalton.	1	EA	\$561.00
44	PWE Northeast Quadrant -- 1718 East Burress.	1	EA	\$355.00
45	PWE Northwest Quadrant -- 5900 Teague.	1	EA	\$224.00
46	PWE Southwest Quadrant -- 7101 Renwick.	1	EA	\$434.00
47	PWE Wastewater Technical Services -- 100-A Japhet.	1	EA	\$921.00
48	PWE Houston Permitting Center -- 1002 Washington.	1	EA	\$171.00
49	PWE Houston Transtar -- 6922 Old Katy Road.	1	EA	\$1,130.00
50	General Gov't GSD Property Management -- 2707 Dalton.	1	EA	\$171.00
51	General Gov't GSD Property Management Warehouse -- 3026 Berry Rd.	1	EA	\$171.00
52	General Gov't Houston Emergency Center -- 5320 N. Shepherd.	1	EA	\$786.00

**YEAR-3, SECTION 1C: Mulching Beds and Feeding Flowering Plants. Each Location to be Frequented (1) Time Each in the Month of March, for all (53) Locations.**

1	ARA B.A.R.C. -- 2700 Evella.	1	EA	\$24.00
2	ARA PDMO Warehouse.	1	EA	\$24.00
3	ARA Parking Management -- 2020 McKinney.	1	EA	\$333.00
4	Fire Logistics -- 1205 Dart.	1	EA	\$71.00
5	Fire HFD BRAC Facility -- 6903 Perimeter Park Drive --	1	EA	\$651.00
6	Health Environmental Air Quality Control -- 7411 Park Place.	1	EA	\$24.00
7	Health Denver Harbor MSC -- 6402 Market.	1	EA	\$2,502.00
8	Health NE MSC -- 9720 Spaulding Street.	1	EA	\$2,996.00
9	Health Louie Welch Bldg. -- 1818 Crockett.	1	EA	\$24.00
10	Health 5th Ward Multicenter Parking Lot -- 4014 Market.	1	EA	\$333.00

**EXHIBIT "H"**  
**FEES AND COSTS [YEAR-3]**

<b>Item No.</b>	<b>Description</b>	<b>Qty</b>	<b>U/M</b>	<b>Unit Price</b>
11	Health Hiram Clarke-Vincent Library -- 3810 West Fuqua.	1	EA	\$471.00
12	Health Holcombe Lab -- 2250/2252 Holcombe.	1	EA	\$587.00
13	Health Old Casa Health Center -- 1905 Cochrane.	1	EA	\$330.00
14	Health Tri-Community Center -- 9525 Clinton Drive.	1	EA	\$312.00
15	HPD Central Police Station -- 61 Riesner.	1	EA	\$141.00
16	HPD BRAC Building -- 7077 Perimeter Park.	1	EA	\$733.00
17	HPD Uniform Supply -- 700 Houston Ave.	1	EA	\$41.00
18	HPD Police Academy -- 17000 Aldine-Westfield.	1	EA	\$587.00
19	HPD Gerson Building -- 33 Artesian.	1	EA	\$41.00
20	HPD Homicide Print Stall -- 1305 Dart.	1	EA	\$41.00
21	HPD North Police Station -- 9455 W. Montgomery Rd.	1	EA	\$235.00
22	HPD Clear Lake Station -- 2855 Bay Area Blvd.	1	EA	\$1,315.00
23	HPD Independence Heights Storefront -- 803 Crosstimbers.	1	EA	\$59.00
24	HPD Kingwood Police Station - 3915 Rustic Woods Dr.	1	EA	\$117.00
25	HPD Midwest Police Station -- 7277 Regency Square.	1	EA	\$330.00
26	HPD Police Lake Patrol -- 22619 W. Shorewood Drive.	1	EA	\$24.00
27	HPD Magnolia Substation -- 7525 Sherman.	1	EA	\$153.00
28	HPD Northeast Police Station -- 8301 Ley Rd.	1	EA	\$1,997.00
29	HPD Reed Road Storefront -- 3511 Reed Road.	1	EA	\$24.00
30	HPD Southeast Command Station -- 8300 Mykawa.	1	EA	\$141.00
31	HPD Southwest Substation -- 4503 Beechnut.	1	EA	\$329.00
32	HPD Westside Police Station -- 3203 S. Dairy Ashford.	1	EA	\$2,749.00
33	HPD Wesley House Storefront -- 1410 Lee.	1	EA	\$493.00
34	HPD McNair Police Station -- 2202 St. Emanuel.	1	EA	\$811.00
35	HPD Helicopter Patrol -- 8402 Larson.	1	EA	\$117.00
36	HPD Northwest Police Station -- 6000 Teague.	1	EA	\$59.00
37	HPD Volker Building -- 1100 Morin/Goliad.	1	EA	\$41.00
38	HPD Mounted Patrol -- 5005 Little York.	1	EA	\$1,686.00
39	HPD Property Room (Old) -- 1103 Goliad.	1	EA	\$24.00
40	HPD Property Room (New) -- 1202 Washington.	1	EA	\$24.00
41	HPD South Gessner Police Station -- 8605 West Place.	1	EA	\$207.00
42	Municipal Courts Building -- 1400 Lubbock.	1	EA	\$308.00
43	PWE Southeast Quadrant -- 2707 Dalton.	1	EA	\$1,071.00
44	PWE Northeast Quadrant -- 1718 East Burress.	1	EA	\$446.00
45	PWE Northwest Quadrant -- 5900 Teague.	1	EA	\$223.00
46	PWE Southwest Quadrant -- 7101 Renwick.	1	EA	\$223.00
47	PWE Wastewater Technical Services -- 100-A Japhet.	1	EA	\$446.00
48	PWE Houston Permitting Center -- 1002 Washington.	1	EA	\$333.00
49	PWE Houston Transtar -- 6922 Old Katy Road.	1	EA	\$1,257.00
50	General Gov't GSD Property Management -- 2707 Dalton.	1	EA	\$312.00
51	General Gov't GSD Property Management Warehouse -- 3026 Berry Rd.	1	EA	\$312.00
52	General Gov't Houston Emergency Center -- 5320 N. Shepherd.	1	EA	\$848.00

**EXHIBIT "H"  
FEES AND COSTS [YEAR-3]**

<b>Item No.</b>	<b>Description</b>	<b>Qty</b>	<b>U/M</b>	<b>Unit Price</b>
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**YEAR-3, SECTION 2D: Mowing, Trimming, and Light Trash Pickup. Each Location to be Frequented (9) Scheduled Times/Year, as Follows: One (1) Time Each in January, March through September, and November. [For Line Item Nos. 10 & 11, 2X Each Month and 24X Per-Year Services.]**

1	Health: Air Pollution Monitoring Trailer - 2411 Texas Ave.	9	EA	\$133.00
2	Health: Air Pollution Monitoring Trailer - 1307 Crawford.	9	EA	\$79.00
3	Health: Air Pollution Monitoring Trailer - 12836 Croquet.	9	EA	\$90.00
4	Health: Air Pollution Monitoring Trailer - 9726 Monroe.	9	EA	\$75.00
5	Health: Health Storage (HIU) - 1620 Crockett.	9	EA	\$69.00
6	Fire: Fire Station 75 - 2000 Dairy Ashford.	9	EA	\$106.00
7	Fire: Old Fire Station 6 - 901 Henderson.	9	EA	\$79.00
8	Police: Auto Thief and Burn Lot - 1300 Dart.	24	EA	\$79.00
9	Police: Police Store Front - 120001A East Freeway.	24	EA	\$106.00
10	Vacant Lot, Hiram Clarke - 3810 Fugua.	9	EA	\$399.00
11	Vacant Lot, Fire Station 64 - 3000 Greens Rd.	9	EA	\$90.00
12	Vacant Lot - 7413 Park Place.	9	EA	\$69.00
13	Vacant Lot - 7111 Dixie.	9	EA	\$69.00
14	Vacant Lot - 3828 Aberdeen Way.	9	EA	\$69.00
15	Vacant Lot - 2902 Berry Road.	9	EA	\$69.00
16	Vacant Lot - 8420 Schuller.	9	EA	\$69.00
17	Vacant Lot - 8422 Jensen Dr.	9	EA	\$69.00
18	Vacant Lot - 205 Chartres.	9	EA	\$69.00
19	Communications Tower, Old Station 11 - 4520 Washington.	9	EA	\$75.00
20	Communications Tower, Station 56 - 5820 Little York.	9	EA	\$79.00
21	Communications Tower - 4401-1/2 Lang.	9	EA	\$69.00
22	Communications Tower - 22627 Shorewood Loop.	9	EA	\$79.00
23	Communications Tower - 3718 Reed Rd.	9	EA	\$69.00
24	Communications Tower - 402 Tabor.	9	EA	\$69.00
25	Communications Tower - 5820 Teague.	9	EA	\$128.00
26	Communications Tower - 2933 W. 12th Str.	9	EA	\$69.00
27	Rufus Cage Elementary - 1417 Telephone Road.	9	EA	\$82.00
28	Vacant Lot - 7131 Cullen	9	EA	\$69.00

**YEAR-3, SECTION 2E: Pruning, Feeding and Mulch Work / Disease Inspection and Cleanup. Each Location to be Frequented (9) Scheduled Times/Year, as Follows: One (1) Time Each in January, March through September, and November.**

1	3102 Center Str.	9	EA	\$159.00
2	1200 Travis	9	EA	\$159.00

**EXHIBIT "H"**  
**FEES AND COSTS [YEAR-3]**

Item No.	Description	Qty	U/M	Unit Price
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**YEAR-3, SECTION 3F: Sprinkler System Maintenance, Additional Tree Trimming, Fence-Line Cleaning, and Extra Work on an As-Needed Basis. (Materials Plus Markup, 3.1.1 - 3.1.2.)**

1	3.1.1: Any Type Sprinkler System Parts at Actual Cost (As Needed), Plus Markup.	1		25%
2	3.1.2: Plants and Materials at Actual Cost (As Needed), Plus Markup.	1		25%

**YEAR-3, SECTION 3G (Labor 3.2).**

1	Labor Man-Hour: At Regular Time Repair of Sprinkler System.	1	HR	\$54.00
2	Labor Man-Hour: Emergency Repair(4-Hr Response) of Sprinkler System.	1	HR	\$78.00
3	Labor Man-Hour: Additional Tree Trimming Above (10) Feet and up to (15) Feet.	1	HR	\$54.00
4	Labor Man-Hour: Extra Work as Defined in Exhibit B of SOW, Provision 18.0.	1	HR	\$54.00

**EXHIBIT "H"**  
**FEES AND COSTS [YEAR-4]**

<b>Item No.</b>	<b>Description</b>	<b>Qty</b>	<b>U/M</b>	<b>Unit Price</b>
<b>YEAR-4, SECTION 1A: Weeding, Weeding Beds, Mowing, Trimming, Spot Treatment for Insects and Cleanup, for a Total of (32) Service Times, as Follows: (2) Times Per Month from January through April; (4) Times Per Month from May through August; and (2) Times Per Month from September through December.</b>				
1	ARA B.A.R.C. -- 2700 Evella.	32	EA	\$179.00
2	ARA PDMO Warehouse.	32	EA	\$70.00
3	ARA Parking Management -- 2020 McKinney.	32	EA	\$70.00
4	Fire Logistics -- 1205 Dart.	32	EA	\$65.00
5	Fire HFD BRAC Facility -- 6903 Perimeter Park Drive.	32	EA	\$241.00
6	Health Environmental Air Quality Control -- 7411 Park Place.	32	EA	\$65.00
7	Health Denver Harbor MSC -- 6402 Market.	32	EA	\$461.00
8	Health NE MSC -- 9720 Spaulding Street.	32	EA	\$559.00
9	Health Louie Welch Bldg. -- 1818 Crockett.	32	EA	\$76.00
10	Health 5th Ward Multicenter Parking Lot -- 4014 Market.	32	EA	\$70.00
11	Health Hiram Clarke-Vincent Library -- 3810 West Fuqua.	32	EA	\$175.00
12	Health Holcombe Lab -- 2250/2252 Holcombe.	32	EA	\$218.00
13	Health Old Casa Health Center -- 1905 Cochrane.	32	EA	\$70.00
14	Health Tri-Community Center -- 9525 Clinton Drive.	32	EA	\$76.00
15	HPD Central Police Station -- 61 Riesner.	32	EA	\$65.00
16	HPD BRAC Building -- 7077 Perimeter Park.	32	EA	\$272.00
17	HPD Uniform Supply -- 700 Houston Ave.	32	EA	\$65.00
18	HPD Police Academy -- 17000 Aldine-Westfield.	32	EA	\$1,909.00
19	HPD Gerson Building -- 33 Artesian.	32	EA	\$65.00
20	HPD Homicide Print Stall -- 1305 Dart.	32	EA	\$65.00
21	HPD North Police Station -- 9455 W. Montgomery Rd.	32	EA	\$499.00
22	HPD Clear Lake Station -- 2855 Bay Area Blvd.	32	EA	\$207.00
23	HPD Independence Heights Storefront -- 803 Crosstimbers.	32	EA	\$65.00
24	HPD Kingwood Police Station - 3915 Rustic Woods Dr.	32	EA	\$65.00
25	HPD Midwest Police Station -- 7277 Regency Square.	32	EA	\$70.00
26	HPD Police Lake Patrol -- 22619 W. Shorewood Drive.	32	EA	\$298.00
27	HPD Magnolia Substation -- 7525 Sherman.	32	EA	\$65.00
28	HPD Northeast Police Station -- 8301 Ley Rd.	32	EA	\$851.00
29	HPD Reed Road Storefront -- 3511 Reed Road.	32	EA	\$65.00
30	HPD Southeast Command Station -- 8300 Mykawa.	32	EA	\$70.00
31	HPD Southwest Substation -- 4503 Beechnut.	32	EA	\$271.00
32	HPD Westside Police Station -- 3203 S. Dairy Ashford.	32	EA	\$304.00
33	HPD Wesley House Storefront -- 1410 Lee.	32	EA	\$65.00
34	HPD McNair Police Station -- 2202 St. Emanuel.	32	EA	\$239.00
35	HPD Helicopter Patrol -- 8402 Larson.	32	EA	\$65.00
36	HPD Northwest Police Station -- 6000 Teague.	32	EA	\$152.00
37	HPD Volker Building -- 1100 Morin/Goliad.	32	EA	\$65.00
38	HPD Mounted Patrol -- 5005 Little York.	32	EA	\$613.00
39	HPD Property Room (Old) -- 1103 Goliad.	32	EA	\$65.00

**EXHIBIT "H"  
FEES AND COSTS [YEAR-4]**

<b>Item No.</b>	<b>Description</b>	<b>Qty</b>	<b>U/M</b>	<b>Unit Price</b>
40	HPD Property Room (New) -- 1202 Washington.	32	EA	\$65.00
41	HPD South Gessner Police Station -- 8605 West Place.	32	EA	\$70.00
42	Municipal Courts Building -- 1400 Lubbock.	32	EA	\$65.00
43	PWE Southeast Quadrant -- 2707 Dalton.	32	EA	\$231.00
44	PWE Northeast Quadrant -- 1718 East Burress.	32	EA	\$146.00
45	PWE Northwest Quadrant -- 5900 Teague.	32	EA	\$92.00
46	PWE Southwest Quadrant -- 7101 Renwick.	32	EA	\$179.00
47	PWE Wastewater Technical Services -- 100-A Japhet.	32	EA	\$380.00
48	PWE Houston Permitting Center -- 1002 Washington.	32	EA	\$70.00
49	PWE Houston Transtar -- 6922 Old Katy Road.	32	EA	\$466.00
50	General Gov't GSD Property Management -- 2707 Dalton.	32	EA	\$70.00
51	General Gov't GSD Property Management Warehouse -- 3026 Berry Rd.	32	EA	\$70.00
52	General Gov't Houston Emergency Center -- 5320 N. Shepherd.	32	EA	\$324.00

<b>YEAR-4, SECTION 1B: Fertilizing Lawns, Beds, Shrubs and Trees. Each Location to be Frequented (1) Time Each in the Month of March, for all 53 Locations.</b>				
1	ARA B.A.R.C. -- 2700 Evella.	1	EA	\$197.00
2	ARA PDMO Warehouse.	1	EA	\$197.00
3	ARA Parking Management -- 2020 McKinney.	1	EA	\$175.00
4	Fire Logistics -- 1205 Dart.	1	EA	\$38.00
5	Fire HFD BRAC Facility -- 6903 Perimeter Park Drive --	1	EA	\$597.00
6	Health Environmental Air Quality Control -- 7411 Park Place.	1	EA	\$249.00
7	Health Denver Harbor MSC -- 6402 Market.	1	EA	\$759.00
8	Health NE MSC -- 9720 Spaulding Street.	1	EA	\$1,085.00
9	Health Louie Welch Bldg. -- 1818 Crockett.	1	EA	\$60.00
10	Health 5th Ward Multicenter Parking Lot -- 4014 Market.	1	EA	\$175.00
11	Health Hiram Clarke-Vincent Library -- 3810 West Fuqua.	1	EA	\$433.00
12	Health Holcombe Lab -- 2250/2252 Holcombe.	1	EA	\$539.00
13	Health Old Casa Health Center -- 1905 Cochrane.	1	EA	\$175.00
14	Health Tri-Community Center -- 9525 Clinton Drive.	1	EA	\$317.00
15	HPD Central Police Station -- 61 Riesner.	1	EA	\$60.00
16	HPD BRAC Building -- 7077 Perimeter Park.	1	EA	\$673.00
17	HPD Uniform Supply -- 700 Houston Ave.	1	EA	\$38.00
18	HPD Police Academy -- 17000 Aldine-Westfield.	1	EA	\$3,254.00
19	HPD Gerson Building -- 33 Artesian.	1	EA	\$60.00
20	HPD Homicide Print Stall -- 1305 Dart.	1	EA	\$38.00
21	HPD North Police Station -- 9455 W. Montgomery Rd.	1	EA	\$1,085.00
22	HPD Clear Lake Station -- 2855 Bay Area Blvd.	1	EA	\$542.00
23	HPD Independence Heights Storefront -- 803 Crosstimbers.	1	EA	\$60.00
24	HPD Kingwood Police Station - 3915 Rustic Woods Dr.	1	EA	\$121.00
25	HPD Midwest Police Station -- 7277 Regency Square.	1	EA	\$175.00
26	HPD Police Lake Patrol -- 22619 W. Shorewood Drive.	1	EA	\$759.00

**EXHIBIT "H"  
FEES AND COSTS [YEAR-4]**

<b>Item No.</b>	<b>Description</b>	<b>Qty</b>	<b>U/M</b>	<b>Unit Price</b>
27	HPD Magnolia Substation -- 7525 Sherman.	1	EA	\$54.00
28	HPD Northeast Police Station -- 8301 Ley Rd.	1	EA	\$1,844.00
29	HPD Reed Road Storefront -- 3511 Reed Road.	1	EA	\$38.00
30	HPD Southeast Command Station -- 8300 Mykawa.	1	EA	\$116.00
31	HPD Southwest Substation -- 4503 Beechnut.	1	EA	\$759.00
32	HPD Westside Police Station -- 3203 S. Dairy Ashford.	1	EA	\$813.00
33	HPD Wesley House Storefront -- 1410 Lee.	1	EA	\$146.00
34	HPD McNair Police Station -- 2202 St. Emanuel.	1	EA	\$662.00
35	HPD Helicopter Patrol -- 8402 Larson.	1	EA	\$81.00
36	HPD Northwest Police Station -- 6000 Teague.	1	EA	\$434.00
37	HPD Volker Building -- 1100 Morin/Goliad.	1	EA	\$38.00
38	HPD Mounted Patrol -- 5005 Little York.	1	EA	\$1,085.00
39	HPD Property Room (Old) -- 1103 Goliad.	1	EA	\$54.00
40	HPD Property Room (New) -- 1202 Washington.	1	EA	\$54.00
41	HPD South Gessner Police Station -- 8605 West Place.	1	EA	\$190.00
42	Municipal Courts Building -- 1400 Lubbock.	1	EA	\$60.00
43	PWE Southeast Quadrant -- 2707 Dalton.	1	EA	\$572.00
44	PWE Northeast Quadrant -- 1718 East Burress.	1	EA	\$363.00
45	PWE Northwest Quadrant -- 5900 Teague.	1	EA	\$228.00
46	PWE Southwest Quadrant -- 7101 Renwick.	1	EA	\$443.00
47	PWE Wastewater Technical Services -- 100-A Japhet.	1	EA	\$940.00
48	PWE Houston Permitting Center -- 1002 Washington.	1	EA	\$175.00
49	PWE Houston Transtar -- 6922 Old Katy Road.	1	EA	\$1,153.00
50	General Gov't GSD Property Management -- 2707 Dalton.	1	EA	\$175.00
51	General Gov't GSD Property Management Warehouse -- 3026 Berry Rd.	1	EA	\$175.00
52	General Gov't Houston Emergency Center -- 5320 N. Shepherd.	1	EA	\$802.00

**YEAR-4, SECTION 1C: Mulching Beds and Feeding Flowering Plants. Each Location to be Frequented (1) Time Each in the Month of March, for all (53) Locations.**

1	ARA B.A.R.C. -- 2700 Evella.	1	EA	\$24.00
2	ARA PDMO Warehouse.	1	EA	\$24.00
3	ARA Parking Management -- 2020 McKinney.	1	EA	\$340.00
4	Fire Logistics -- 1205 Dart.	1	EA	\$72.00
5	Fire HFD BRAC Facility -- 6903 Perimeter Park Drive --	1	EA	\$665.00
6	Health Environmental Air Quality Control -- 7411 Park Place.	1	EA	\$24.00
7	Health Denver Harbor MSC -- 6402 Market.	1	EA	\$2,553.00
8	Health NE MSC -- 9720 Spaulding Street.	1	EA	\$3,057.00
9	Health Louie Welch Bldg. -- 1818 Crockett.	1	EA	\$24.00
10	Health 5th Ward Multicenter Parking Lot -- 4014 Market.	1	EA	\$340.00
11	Health Hiram Clarke-Vincent Library -- 3810 West Fuqua.	1	EA	\$481.00
12	Health Holcombe Lab -- 2250/2252 Holcombe.	1	EA	\$599.00

**EXHIBIT "H"**  
**FEEES AND COSTS [YEAR-4]**

<b>Item No.</b>	<b>Description</b>	<b>Qty</b>	<b>U/M</b>	<b>Unit Price</b>
13	Health Old Casa Health Center -- 1905 Cochrane.	1	EA	\$337.00
14	Health Tri-Community Center -- 9525 Clinton Drive.	1	EA	\$319.00
15	HPD Central Police Station -- 61 Riesner.	1	EA	\$144.00
16	HPD BRAC Building -- 7077 Perimeter Park.	1	EA	\$748.00
17	HPD Uniform Supply -- 700 Houston Ave.	1	EA	\$42.00
18	HPD Police Academy -- 17000 Aldine-Westfield.	1	EA	\$599.00
19	HPD Gerson Building -- 33 Artesian.	1	EA	\$42.00
20	HPD Homicide Print Stall -- 1305 Dart.	1	EA	\$42.00
21	HPD North Police Station -- 9455 W. Montgomery Rd.	1	EA	\$240.00
22	HPD Clear Lake Station -- 2855 Bay Area Blvd.	1	EA	\$1,342.00
23	HPD Independence Heights Storefront -- 803 Crosstimbers.	1	EA	\$60.00
24	HPD Kingwood Police Station - 3915 Rustic Woods Dr.	1	EA	\$120.00
25	HPD Midwest Police Station -- 7277 Regency Square.	1	EA	\$337.00
26	HPD Police Lake Patrol -- 22619 W. Shorewood Drive.	1	EA	\$24.00
27	HPD Magnolia Substation -- 7525 Sherman.	1	EA	\$156.00
28	HPD Northeast Police Station -- 8301 Ley Rd.	1	EA	\$2,038.00
29	HPD Reed Road Storefront -- 3511 Reed Road.	1	EA	\$24.00
30	HPD Southeast Command Station -- 8300 Mykawa.	1	EA	\$144.00
31	HPD Southwest Substation -- 4503 Beechnut.	1	EA	\$336.00
32	HPD Westside Police Station -- 3203 S. Dairy Ashford.	1	EA	\$2,805.00
33	HPD Wesley House Storefront -- 1410 Lee.	1	EA	\$503.00
34	HPD McNair Police Station -- 2202 St. Emanuel.	1	EA	\$827.00
35	HPD Helicopter Patrol -- 8402 Larson.	1	EA	\$120.00
36	HPD Northwest Police Station -- 6000 Teague.	1	EA	\$60.00
37	HPD Volker Building -- 1100 Morin/Goliad.	1	EA	\$42.00
38	HPD Mounted Patrol -- 5005 Little York.	1	EA	\$1,720.00
39	HPD Property Room (Old) -- 1103 Goliad.	1	EA	\$24.00
40	HPD Property Room (New) -- 1202 Washington.	1	EA	\$24.00
41	HPD South Gessner Police Station -- 8605 West Place.	1	EA	\$211.00
42	Municipal Courts Building -- 1400 Lubbock.	1	EA	\$314.00
43	PWE Southeast Quadrant -- 2707 Dalton.	1	EA	\$1,093.00
44	PWE Northeast Quadrant -- 1718 East Burress.	1	EA	\$455.00
45	PWE Northwest Quadrant -- 5900 Teague.	1	EA	\$228.00
46	PWE Southwest Quadrant -- 7101 Renwick.	1	EA	\$228.00
47	PWE Wastewater Technical Services -- 100-A Japhet.	1	EA	\$455.00
48	PWE Houston Permitting Center -- 1002 Washington.	1	EA	\$340.00
49	PWE Houston Transtar -- 6922 Old Katy Road.	1	EA	\$1,282.00
50	General Gov't GSD Property Management -- 2707 Dalton.	1	EA	\$319.00
51	General Gov't GSD Property Management Warehouse -- 3026 Berry Rd.	1	EA	\$319.00

**EXHIBIT "H"  
FEES AND COSTS [YEAR-4]**

<b>Item No.</b>	<b>Description</b>	<b>Qty</b>	<b>U/M</b>	<b>Unit Price</b>
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**YEAR-4, SECTION 2D: Mowing, Trimming, and Light Trash Pickup. Each Location to be Frequented (9) Scheduled Times/Year, as Follows: One (1) Time Each in January, March through September, and November. [For Line Item Nos. 10 & 11, 2X Each Month and 24X Per-Year Services.]**

1	Health: Air Pollution Monitoring Trailer - 2411 Texas Ave.	9	EA	\$135.00
2	Health: Air Pollution Monitoring Trailer - 1307 Crawford.	9	EA	\$81.00
3	Health: Air Pollution Monitoring Trailer - 12836 Croquet.	9	EA	\$92.00
4	Health: Air Pollution Monitoring Trailer - 9726 Monroe.	9	EA	\$76.00
5	Health: Health Storage (HIU) - 1620 Crockett.	9	EA	\$70.00
6	Fire: Fire Station 75 - 2000 Dairy Ashford.	9	EA	\$109.00
7	Fire: Old Fire Station 6 - 901 Henderson.	9	EA	\$81.00
8	Police: Auto Thief and Burn Lot - 1300 Dart.	24	EA	\$81.00
9	Police: Police Store Front - 120001A East Freeway.	24	EA	\$109.00
10	Vacant Lot, Hiram Clarke - 3810 Fuqua.	9	EA	\$407.00
11	Vacant Lot, Fire Station 64 - 3000 Greens Rd.	9	EA	\$92.00
12	Vacant Lot - 7413 Park Place.	9	EA	\$70.00
13	Vacant Lot - 7111 Dixie.	9	EA	\$70.00
14	Vacant Lot - 3828 Aberdeen Way.	9	EA	\$70.00
15	Vacant Lot - 2902 Berry Road.	9	EA	\$70.00
16	Vacant Lot - 8420 Schuller.	9	EA	\$70.00
17	Vacant Lot - 8422 Jensen Dr.	9	EA	\$70.00
18	Vacant Lot - 205 Chartres.	9	EA	\$70.00
19	Communications Tower, Old Station 11 - 4520 Washington.	9	EA	\$76.00
20	Communications Tower, Station 56 - 5820 Little York.	9	EA	\$81.00
21	Communications Tower - 4401-1/2 Lang.	9	EA	\$70.00
22	Communications Tower - 22627 Shorewood Loop.	9	EA	\$81.00
23	Communications Tower - 3718 Reed Rd.	9	EA	\$70.00
24	Communications Tower - 402 Tabor.	9	EA	\$70.00
25	Communications Tower - 5820 Teague.	9	EA	\$130.00
26	Communications Tower - 2933 W. 12th Str.	9	EA	\$70.00
27	Rufus Cage Elementary - 1417 Telephone Road.	9	EA	\$83.00
28	Vacant Lot - 7131 Cullen	9	EA	\$70.00

**YEAR-4, SECTION 2E: Pruning, Feeding and Mulch Work / Disease Inspection and Cleanup. Each Location to be Frequented (9) Scheduled Times/Year, as Follows: One (1) Time Each in January, March through September, and November.**

1	3102 Center Str.	9	EA	\$163.00
2	1200 Travis	9	EA	\$163.00

**EXHIBIT "H"**  
**FEES AND COSTS [YEAR-4]**

Item No.	Description	Qty	U/M	Unit Price
<b>YEAR-4, SECTION 3F: Sprinkler System Maintenance, Additional Tree Trimming, Fence-Line Cleaning, and Extra Work on an As-Needed Basis. (Materials Plus Markup, 3.1.1 - 3.1.2.)</b>				
1	3.1.1: Any Type Sprinkler System Parts at Actual Cost (As Needed), Plus Markup.	1		25%
2	3.1.2: Plants and Materials at Actual Cost (As Needed), Plus Markup.	1		25%
<b>YEAR-4, SECTION 3G (Labor 3.2).</b>				
1	Labor Man-Hour: At Regular Time Repair of Sprinkler System.	1	HR	\$56.00
2	Labor Man-Hour: Emergency Repair(4-Hr Response) of Sprinkler System.	1	HR	\$78.00
3	Labor Man-Hour: Additional Tree Trimming Above (10) Feet and up to (15) Feet.	1	HR	\$56.00
4	Labor Man-Hour: Extra Work as Defined in Exhibit B of SOW, Provision 18.0.	1	HR	\$56.00

**EXHIBIT "H"**  
**FEEES AND COSTS [YEAR-5]**

<b>Item No.</b>	<b>Description</b>	<b>Qty</b>	<b>U/M</b>	<b>Unit Price</b>
<b>YEAR-5, SECTION 1A: Weeding, Weeding Beds, Mowing, Trimming, Spot Treatment for Insects and Cleanup, for a Total of (32) Service Times, as Follows: (2) Times Per Month from January through April; (4) Times Per Month from May through August; and (2) Times Per Month from September through December.</b>				
1	ARA B.A.R.C. -- 2700 Evella.	32	EA	\$179.00
2	ARA PDMO Warehouse.	32	EA	\$70.00
3	ARA Parking Management -- 2020 McKinney.	32	EA	\$70.00
4	Fire Logistics -- 1205 Dart.	32	EA	\$65.00
5	Fire HFD BRAC Facility -- 6903 Perimeter Park Drive.	32	EA	\$241.00
6	Health Environmental Air Quality Control -- 7411 Park Place.	32	EA	\$65.00
7	Health Denver Harbor MSC -- 6402 Market.	32	EA	\$461.00
8	Health NE MSC -- 9720 Spaulding Street.	32	EA	\$559.00
9	Health Louie Welch Bldg. -- 1818 Crockett.	32	EA	\$76.00
10	Health 5th Ward Multicenter Parking Lot -- 4014 Market.	32	EA	\$70.00
11	Health Hiram Clarke-Vincent Library -- 3810 West Fuqua.	32	EA	\$175.00
12	Health Holcombe Lab -- 2250/2252 Holcombe.	32	EA	\$218.00
13	Health Old Casa Health Center -- 1905 Cochrane.	32	EA	\$70.00
14	Health Tri-Community Center -- 9525 Clinton Drive.	32	EA	\$76.00
15	HPD Central Police Station -- 61 Riesner.	32	EA	\$65.00
16	HPD BRAC Building -- 7077 Perimeter Park.	32	EA	\$272.00
17	HPD Uniform Supply -- 700 Houston Ave.	32	EA	\$65.00
18	HPD Police Academy -- 17000 Aldine-Westfield.	32	EA	\$1,909.00
19	HPD Gerson Building -- 33 Artesian.	32	EA	\$65.00
20	HPD Homicide Print Stall -- 1305 Dart.	32	EA	\$65.00
21	HPD North Police Station -- 9455 W. Montgomery Rd.	32	EA	\$499.00
22	HPD Clear Lake Station -- 2855 Bay Area Blvd.	32	EA	\$207.00
23	HPD Independence Heights Storefront -- 803 Crosstimbers.	32	EA	\$65.00
24	HPD Kingwood Police Station - 3915 Rustic Woods Dr.	32	EA	\$65.00
25	HPD Midwest Police Station -- 7277 Regency Square.	32	EA	\$70.00
26	HPD Police Lake Patrol -- 22619 W. Shorewood Drive.	32	EA	\$298.00
27	HPD Magnolia Substation -- 7525 Sherman.	32	EA	\$65.00
28	HPD Northeast Police Station -- 8301 Ley Rd.	32	EA	\$851.00
29	HPD Reed Road Storefront -- 3511 Reed Road.	32	EA	\$65.00
30	HPD Southeast Command Station -- 8300 Mykawa.	32	EA	\$70.00
31	HPD Southwest Substation -- 4503 Beechnut.	32	EA	\$271.00
32	HPD Westside Police Station -- 3203 S. Dairy Ashford.	32	EA	\$304.00
33	HPD Wesley House Storefront -- 1410 Lee.	32	EA	\$65.00
34	HPD McNair Police Station -- 2202 St. Emanuel.	32	EA	\$239.00
35	HPD Helicopter Patrol -- 8402 Larson.	32	EA	\$65.00
36	HPD Northwest Police Station -- 6000 Teague.	32	EA	\$152.00
37	HPD Volker Building -- 1100 Morin/Goliad.	32	EA	\$65.00
38	HPD Mounted Patrol -- 5005 Little York.	32	EA	\$613.00
39	HPD Property Room (Old) -- 1103 Goliad.	32	EA	\$65.00

**EXHIBIT "H"  
FEES AND COSTS [YEAR-5]**

<b>Item No.</b>	<b>Description</b>	<b>Qty</b>	<b>U/M</b>	<b>Unit Price</b>
40	HPD Property Room (New) -- 1202 Washington.	32	EA	\$65.00
41	HPD South Gessner Police Station -- 8605 West Place.	32	EA	\$70.00
42	Municipal Courts Building -- 1400 Lubbock.	32	EA	\$65.00
43	PWE Southeast Quadrant -- 2707 Dalton.	32	EA	\$231.00
44	PWE Northeast Quadrant -- 1718 East Burress.	32	EA	\$146.00
45	PWE Northwest Quadrant -- 5900 Teague.	32	EA	\$92.00
46	PWE Southwest Quadrant -- 7101 Renwick.	32	EA	\$179.00
47	PWE Wastewater Technical Services -- 100-A Japhet.	32	EA	\$380.00
48	PWE Houston Permitting Center -- 1002 Washington.	32	EA	\$70.00
49	PWE Houston Transtar -- 6922 Old Katy Road.	32	EA	\$466.00
50	General Gov't GSD Property Management -- 2707 Dalton.	32	EA	\$70.00
51	General Gov't GSD Property Management Warehouse -- 3026 Berry Rd.	32	EA	\$70.00
52	General Gov't Houston Emergency Center -- 5320 N. Shepherd.	32	EA	\$324.00

<b>YEAR-5, SECTION 1B: Fertilizing Lawns, Beds, Shrubs and Trees. Each Location to be Frequented (1) Time Each in the Month of March, for all 53 Locations.</b>				
1	ARA B.A.R.C. -- 2700 Evella.	1	EA	\$197.00
2	ARA PDMO Warehouse.	1	EA	\$197.00
3	ARA Parking Management -- 2020 McKinney.	1	EA	\$175.00
4	Fire Logistics -- 1205 Dart.	1	EA	\$38.00
5	Fire HFD BRAC Facility -- 6903 Perimeter Park Drive --	1	EA	\$597.00
6	Health Environmental Air Quality Control -- 7411 Park Place.	1	EA	\$249.00
7	Health Denver Harbor MSC -- 6402 Market.	1	EA	\$759.00
8	Health NE MSC -- 9720 Spaulding Street.	1	EA	\$1,085.00
9	Health Louie Welch Bldg. -- 1818 Crockett.	1	EA	\$60.00
10	Health 5th Ward Multicenter Parking Lot -- 4014 Market.	1	EA	\$175.00
11	Health Hiram Clarke-Vincent Library -- 3810 West Fuqua.	1	EA	\$433.00
12	Health Holcombe Lab -- 2250/2252 Holcombe.	1	EA	\$539.00
13	Health Old Casa Health Center -- 1905 Cochrane.	1	EA	\$175.00
14	Health Tri-Community Center -- 9525 Clinton Drive.	1	EA	\$317.00
15	HPD Central Police Station -- 61 Riesner.	1	EA	\$60.00
16	HPD BRAC Building -- 7077 Perimeter Park.	1	EA	\$673.00
17	HPD Uniform Supply -- 700 Houston Ave.	1	EA	\$38.00
18	HPD Police Academy -- 17000 Aldine-Westfield.	1	EA	\$3,254.00
19	HPD Gerson Building -- 33 Artesian.	1	EA	\$60.00
20	HPD Homicide Print Stall -- 1305 Dart.	1	EA	\$38.00
21	HPD North Police Station -- 9455 W. Montgomery Rd.	1	EA	\$1,085.00
22	HPD Clear Lake Station -- 2855 Bay Area Blvd.	1	EA	\$542.00
23	HPD Independence Heights Storefront -- 803 Crosstimbers.	1	EA	\$60.00
24	HPD Kingwood Police Station - 3915 Rustic Woods Dr.	1	EA	\$121.00
25	HPD Midwest Police Station -- 7277 Regency Square.	1	EA	\$175.00
26	HPD Police Lake Patrol -- 22619 W. Shorewood Drive.	1	EA	\$759.00

**EXHIBIT "H"  
FEES AND COSTS [YEAR-5]**

<b>Item No.</b>	<b>Description</b>	<b>Qty</b>	<b>U/M</b>	<b>Unit Price</b>
27	HPD Magnolia Substation -- 7525 Sherman.	1	EA	\$54.00
28	HPD Northeast Police Station -- 8301 Ley Rd.	1	EA	\$1,844.00
29	HPD Reed Road Storefront -- 3511 Reed Road.	1	EA	\$38.00
30	HPD Southeast Command Station -- 8300 Mykawa.	1	EA	\$116.00
31	HPD Southwest Substation -- 4503 Beechnut.	1	EA	\$759.00
32	HPD Westside Police Station -- 3203 S. Dairy Ashford.	1	EA	\$813.00
33	HPD Wesley House Storefront -- 1410 Lee.	1	EA	\$146.00
34	HPD McNair Police Station -- 2202 St. Emanuel.	1	EA	\$662.00
35	HPD Helicopter Patrol -- 8402 Larson.	1	EA	\$81.00
36	HPD Northwest Police Station -- 6000 Teague.	1	EA	\$434.00
37	HPD Volker Building -- 1100 Morin/Goliad.	1	EA	\$38.00
38	HPD Mounted Patrol -- 5005 Little York.	1	EA	\$1,085.00
39	HPD Property Room (Old) -- 1103 Goliad.	1	EA	\$54.00
40	HPD Property Room (New) -- 1202 Washington.	1	EA	\$54.00
41	HPD South Gessner Police Station -- 8605 West Place.	1	EA	\$190.00
42	Municipal Courts Building -- 1400 Lubbock.	1	EA	\$60.00
43	PWE Southeast Quadrant -- 2707 Dalton.	1	EA	\$572.00
44	PWE Northeast Quadrant -- 1718 East Burress.	1	EA	\$363.00
45	PWE Northwest Quadrant -- 5900 Teague.	1	EA	\$228.00
46	PWE Southwest Quadrant -- 7101 Renwick.	1	EA	\$443.00
47	PWE Wastewater Technical Services -- 100-A Japhet.	1	EA	\$940.00
48	PWE Houston Permitting Center -- 1002 Washington.	1	EA	\$175.00
49	PWE Houston Transtar -- 6922 Old Katy Road.	1	EA	\$1,153.00
50	General Gov't GSD Property Management -- 2707 Dalton.	1	EA	\$175.00
51	General Gov't GSD Property Management Warehouse -- 3026 Berry Rd.	1	EA	\$175.00
52	General Gov't Houston Emergency Center -- 5320 N. Shepherd.	1	EA	\$802.00

**YEAR-5, SECTION 1C: Mulching Beds and Feeding Flowering Plants. Each Location to be Frequented (1) Time Each in the Month of March, for all (53) Locations.**

1	ARA B.A.R.C. -- 2700 Evella.	1	EA	\$24.00
2	ARA PDMO Warehouse.	1	EA	\$24.00
3	ARA Parking Management -- 2020 McKinney.	1	EA	\$340.00
4	Fire Logistics -- 1205 Dart.	1	EA	\$72.00
5	Fire HFD BRAC Facility -- 6903 Perimeter Park Drive --	1	EA	\$665.00
6	Health Environmental Air Quality Control -- 7411 Park Place.	1	EA	\$24.00
7	Health Denver Harbor MSC -- 6402 Market.	1	EA	\$2,553.00
8	Health NE MSC -- 9720 Spaulding Street.	1	EA	\$3,057.00
9	Health Louie Welch Bldg. -- 1818 Crockett.	1	EA	\$24.00
10	Health 5th Ward Multicenter Parking Lot -- 4014 Market.	1	EA	\$340.00
11	Health Hiram Clarke-Vincent Library -- 3810 West Fuqua.	1	EA	\$481.00
12	Health Holcombe Lab -- 2250/2252 Holcombe.	1	EA	\$599.00
13	Health Old Casa Health Center -- 1905 Cochrane.	1	EA	\$337.00

**EXHIBIT "H"**  
**FEES AND COSTS [YEAR-5]**

<b>Item No.</b>	<b>Description</b>	<b>Qty</b>	<b>U/M</b>	<b>Unit Price</b>
14	Health Tri-Community Center -- 9525 Clinton Drive.	1	EA	\$319.00
15	HPD Central Police Station -- 61 Riesner.	1	EA	\$144.00
16	HPD BRAC Building -- 7077 Perimeter Park.	1	EA	\$748.00
17	HPD Uniform Supply -- 700 Houston Ave.	1	EA	\$42.00
18	HPD Police Academy -- 17000 Aldine-Westfield.	1	EA	\$599.00
19	HPD Gerson Building -- 33 Artesian.	1	EA	\$42.00
20	HPD Homicide Print Stall -- 1305 Dart.	1	EA	\$42.00
21	HPD North Police Station -- 9455 W. Montgomery Rd.	1	EA	\$240.00
22	HPD Clear Lake Station -- 2855 Bay Area Blvd.	1	EA	\$1,342.00
23	HPD Independence Heights Storefront -- 803 Crosstimbers.	1	EA	\$60.00
24	HPD Kingwood Police Station - 3915 Rustic Woods Dr.	1	EA	\$120.00
25	HPD Midwest Police Station -- 7277 Regency Square.	1	EA	\$337.00
26	HPD Police Lake Patrol -- 22619 W. Shorewood Drive.	1	EA	\$24.00
27	HPD Magnolia Substation -- 7525 Sherman.	1	EA	\$156.00
28	HPD Northeast Police Station -- 8301 Ley Rd.	1	EA	\$2,038.00
29	HPD Reed Road Storefront -- 3511 Reed Road.	1	EA	\$24.00
30	HPD Southeast Command Station -- 8300 Mykawa.	1	EA	\$144.00
31	HPD Southwest Substation -- 4503 Beechnut.	1	EA	\$336.00
32	HPD Westside Police Station -- 3203 S. Dairy Ashford.	1	EA	\$2,805.00
33	HPD Wesley House Storefront -- 1410 Lee.	1	EA	\$503.00
34	HPD McNair Police Station -- 2202 St. Emanuel.	1	EA	\$827.00
35	HPD Helicopter Patrol -- 8402 Larson.	1	EA	\$120.00
36	HPD Northwest Police Station -- 6000 Teague.	1	EA	\$60.00
37	HPD Volker Building -- 1100 Morin/Goliad.	1	EA	\$42.00
38	HPD Mounted Patrol -- 5005 Little York.	1	EA	\$1,720.00
39	HPD Property Room (Old) -- 1103 Goliad.	1	EA	\$24.00
40	HPD Property Room (New) -- 1202 Washington.	1	EA	\$24.00
41	HPD South Gessner Police Station -- 8605 West Place.	1	EA	\$211.00
42	Municipal Courts Building -- 1400 Lubbock.	1	EA	\$314.00
43	PWE Southeast Quadrant -- 2707 Dalton.	1	EA	\$1,093.00
44	PWE Northeast Quadrant -- 1718 East Burress.	1	EA	\$455.00
45	PWE Northwest Quadrant -- 5900 Teague.	1	EA	\$228.00
46	PWE Southwest Quadrant -- 7101 Renwick.	1	EA	\$228.00
47	PWE Wastewater Technical Services -- 100-A Japhet.	1	EA	\$455.00
48	PWE Houston Permitting Center -- 1002 Washington.	1	EA	\$340.00
49	PWE Houston Transtar -- 6922 Old Katy Road.	1	EA	\$1,282.00
50	General Gov't GSD Property Management -- 2707 Dalton.	1	EA	\$319.00
51	General Gov't GSD Property Management Warehouse -- 3026 Berry Rd.	1	EA	\$319.00
52	General Gov't Houston Emergency Center -- 5320 N. Shepherd.	1	EA	\$865.00

**EXHIBIT "H"  
FEES AND COSTS [YEAR-5]**

<b>Item No.</b>	<b>Description</b>	<b>Qty</b>	<b>U/M</b>	<b>Unit Price</b>
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**YEAR-5, SECTION 2D: Mowing, Trimming, and Light Trash Pickup. Each Location to be Frequented (9) Scheduled Times/Year, as Follows: One (1) Time Each in January, March through September, and November. [For Line Item Nos. 10 & 11, 2X Each Month and 24X Per-Year Services.]**

1	Health: Air Pollution Monitoring Trailer - 2411 Texas Ave.	9	EA	\$135.00
2	Health: Air Pollution Monitoring Trailer - 1307 Crawford.	9	EA	\$81.00
3	Health: Air Pollution Monitoring Trailer - 12836 Croquet.	9	EA	\$92.00
4	Health: Air Pollution Monitoring Trailer - 9726 Monroe.	9	EA	\$76.00
5	Health: Health Storage (HIU) - 1620 Crockett.	9	EA	\$70.00
6	Fire: Fire Station 75 - 2000 Dairy Ashford.	9	EA	\$109.00
7	Fire: Old Fire Station 6 - 901 Henderson.	9	EA	\$81.00
8	Police: Auto Thief and Burn Lot - 1300 Dart.	24	EA	\$81.00
9	Police: Police Store Front - 120001A East Freeway.	24	EA	\$109.00
10	Vacant Lot, Hiram Clarke - 3810 Fuqua.	9	EA	\$407.00
11	Vacant Lot, Fire Station 64 - 3000 Greens Rd.	9	EA	\$92.00
12	Vacant Lot - 7413 Park Place.	9	EA	\$70.00
13	Vacant Lot - 7111 Dixie.	9	EA	\$70.00
14	Vacant Lot - 3828 Aberdeen Way.	9	EA	\$70.00
15	Vacant Lot - 2902 Berry Road.	9	EA	\$70.00
16	Vacant Lot - 8420 Schuller.	9	EA	\$70.00
17	Vacant Lot - 8422 Jensen Dr.	9	EA	\$70.00
18	Vacant Lot - 205 Chartres.	9	EA	\$70.00
19	Communications Tower, Old Station 11 - 4520 Washington.	9	EA	\$76.00
20	Communications Tower, Station 56 - 5820 Little York.	9	EA	\$81.00
21	Communications Tower - 4401-1/2 Lang.	9	EA	\$70.00
22	Communications Tower - 22627 Shorewood Loop.	9	EA	\$81.00
23	Communications Tower - 3718 Reed Rd.	9	EA	\$70.00
24	Communications Tower - 402 Tabor.	9	EA	\$70.00
25	Communications Tower - 5820 Teague.	9	EA	\$130.00
26	Communications Tower - 2933 W. 12th Str.	9	EA	\$70.00
27	Rufus Cage Elementary - 1417 Telephone Road.	9	EA	\$83.00
28	Vacant Lot - 7131 Cullen	9	EA	\$70.00

**YEAR-5, SECTION 2E: Pruning, Feeding and Mulch Work / Disease Inspection and Cleanup. Each Location to be Frequented (9) Scheduled Times/Year, as Follows: One (1) Time Each in January, March through September, and November.**

1	3102 Center Str.	9	EA	\$163.00
2	1200 Travis	9	EA	\$163.00

**EXHIBIT "H"**  
**FEES AND COSTS [YEAR-5]**

Item No.	Description	Qty	U/M	Unit Price
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<b>YEAR-5, SECTION 3F: Sprinkler System Maintenance, Additional Tree Trimming, Fence-Line Cleaning, and Extra Work on an As-Needed Basis. (Materials Plus Markup, 3.1.1 - 3.1.2.)</b>				
1	3.1.1: Any Type Sprinkler System Parts at Actual Cost (As Needed), Plus Markup.	1		25%
2	3.1.2: Plants and Materials at Actual Cost (As Needed), Plus Markup.	1		25%

<b>YEAR-5, SECTION 3G (Labor 3.2).</b>				
1	Labor Man-Hour: At Regular Time Repair of Sprinkler System.	1	HR	\$56.00
2	Labor Man-Hour: Emergency Repair(4-Hr Response) of Sprinkler System.	1	HR	\$79.00
3	Labor Man-Hour: Additional Tree Trimming Above (10) Feet and up to (15) Feet.	1	HR	\$56.00
4	Labor Man-Hour: Extra Work as Defined in Exhibit B of SOW, Provision 18.0.	1	HR	\$56.00



EXHIBIT I

Form POP-2

City of Houston
Certification of Compliance with
Pay or Play Program



Contractor Name: B10 Landscape & Maintenance, Inc. \$ (Amount of Contract)
(Contractor/Subcontractor)

Contractor Address: 10892 Shadow Wood, Houston, TX 77043

Project No.: [GFS/CIP/AIP/File No.] 510 - L24787

Project Name: [Legal Project Name] Grounds Maintenance & Landscaping Services

POP Liaison Name:

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534 and Executive Order 1-7, Contractor/Subcontractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree EITHER to PAY or to PLAY for all covered employees. The Contractor/Subcontractor may also Pay on behalf of some covered employees and Play on behalf of other covered employees.

The Contractor/Subcontractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program requirements of the Pay or Play Program (See Executive Order 1-7 for the terms of the Pay or Play program) The criteria of the program is as follows:

The Contractor/Subcontractor agrees to "Pay" \$1.00 per hour for work performed by covered employees under the contract with the City. If independent contract labor is utilized the Contractor/Subcontractor agrees to report hours worked by the independent contract laborer and pay \$1.00 per hour for work performed.

Otherwise the Contractor/Subcontractor agrees to "Play" by providing health benefits to each covered employee. The health benefits must meet the following criteria:

- 1. The employer will contribute no less than \$150 per employee per month toward the total premium cost for single coverage only; and
2. The employee contribution, if any amount, will be no greater than 50% of the total premium cost and no more than \$150 per month.
3. Pursuant to E.O. 1-7 section 4.04 a contractor is deemed to have complied with respect to a covered employee who is not provided health benefits if the employee refuses the benefits and the employee's contribution to the premium is no more than \$40 per month.

Please select whether you choose to: Pay Play Both (Play is checked)

The Contractor/Subcontractor will file compliance reports with the City, which will include activity for covered employees subject to the program, in the form and to the extent requested by the administering department. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

Note: The Contractor is responsible to the City for the compliance of covered employees of covered subcontractors and only forms that are accurate and complete will be accepted.

Table with 3 columns: \*Estimated Number of, Prime Contractor, Sub-Contractor. Rows include Total Employees on City Job, Covered Employees, Non-Covered Employees, Exempt Employees.

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

Contractor (Signature) Date 12-1-14
Name and Title (Print or type) Jim Sivits - AVICE President