



STANDARD AGREEMENT

(version 9-29-2021)

This AGREEMENT (“Agreement”) is entered by and between **NeoGlobal Enterprises, LLC** (“Contractor”), located at **2717 FM 517 Rd Alvin, Texas, 77511** and the **City of League City** (“City”), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Contractor will perform the services and/or provide the products as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **manicured mowing and landscape for parks**. If there is a conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall commence on **April 1, 2022** and shall expire on **March 31, 2025**. The period from commencement to expiration is the Contract Term. City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Contractor. Upon such termination, City shall pay Contractor, at the rate set out in **Exhibit A**, for services satisfactorily performed or products satisfactorily provided up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.
3. **Compensation:** Contractor shall be paid for the services/products as set forth in **Exhibit A**. In no event shall the total compensation exceed **\$794,820.00** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services/goods only after such services are completed or goods are delivered and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Contractor must submit to City invoices for all goods delivered and services provided, which invoices must include details and dates of service or delivery. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Contractor, City shall give Contractor specific reasons for disapproval in writing.
4. **Insurance:** Contractor is required during the Contract Term to maintain insurance as follows: (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) If Contractor will provide City “professional services,” as that term is used in Chapter 252 of the Texas Local Government Code, Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and (c) If at any point during the Contract Term it is foreseeable that Contractor will enter upon City premises: (i) Worker’s Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Contractor shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Liquidated Damages:** Intentionally deleted.
6. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.
7. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work (the "Work") for hire under federal copyright law. Ownership of the Work shall belong to and remain the exclusive property of City. The Work may be edited at any time within City's discretion. If the Work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the Work, City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within City's discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein or the Work. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, Contractor hereby waives and appoints City to assert on Contractor's behalf Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City's purposes.
8. **Confidentiality:** During the course of the services to be provided under this Agreement, Contractor may become privy to confidential information of City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify City of any misuse or unauthorized disclosure of City's confidential information and upon expiration of this Agreement shall return to City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Contractor without the prior written approval of City.
9. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform its services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Contractor warrants and agrees that Contractor will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
10. **Licenses/Certifications:** Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Contractor's performance of this Agreement. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contractor.
11. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under

this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.

12. **Conflict of Interest:** Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and City that could be construed as a conflict of interest with regard to this Agreement.
13. **INDEMNIFICATION: CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY , AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.**
14. **Force Majeure:** Neither City nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising solely from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by the exercise of due diligence.
15. **Notices:** Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.
16. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
17. **State and/or City Auditor:** Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency or the City's internal auditor (collectively, the "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
18. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
19. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for

in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.

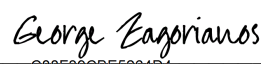
20. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
21. **Eligibility to Receive Payment:** Contractor certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
22. **Payment of Debt/Delinquency to State:** Contractor certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency that Contractor owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.
23. **Products and Materials Produced in Texas:** If Contractor will provide services under the Agreement, Contractor covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
24. **Risk of Loss:** If applicable, all work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, bearing such loss or damage will be Contractor's responsibility.
25. **Publicity:** Contractor shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
26. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
27. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City.

29. **Authority:** Contractor warrants and represents that Contractor has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.
30. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
31. **Prohibitions Pursuant to Texas Government Code:** By executing this Agreement Contractor verifies that Contractor (1) does not boycott Israel and will not during the term of this Agreement per Section 2274.002; (2) is not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002.

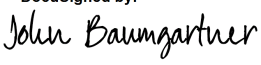
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Executed on 3/10/2022. *(date to be filled in by City Secretary)*

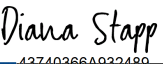
NeoGlobal Enterprises, LLC - “Contractor”

DocuSigned by:

C88F39C8E5264D4...
George Zagorianos - Owner

CITY OF LEAGUE CITY – “City”

DocuSigned by:

AA44FE3917BG441...
John Baumgartner, City Manager

Attest:

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Diana Stapp, City Secretary

Approved as to Form:

DocuSigned by:

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Office of the City Attorney

Exhibit A

Scope of Services/Description of Products/Payment Schedule

(There are **11** pages for Exhibit A, including this page)

RFP – 22-012 Manicured Mowing & Landscaping – Parks and Facilities

I. Scope of Work

A. GENERAL:

The City of League City is seeking qualified proposers for a city-wide Manicured Mowing and Landscape Service. The locations in the Request for Proposal are listed in Attachment A with estimated area in acres accompanied by the number of mowing cycles expected. These estimates are for acquainting the proposer with probable labor to be expected during the contract term. These estimates are not intended to set forth minimum or maximum labor on this contract and shall not be constructed as such.

At the time of the opening of proposals, each Proposer shall be presumed to have inspected the sites (if applicable) and to have read and be thoroughly familiar with the contract requirements. The failure or omission of any Proposer to examine any form, instrument, document, or site shall in no way relieve any proposer from any obligation in respect to this proposal.

Only the services submitted and listed in this proposal package and included in any addendums will be considered. It shall be each Proposer's responsibility to thoroughly inspect the fifty (50) areas of work and to inform itself regarding all local conditions under which the work is to be done. It shall be understood and agreed that all such factors have been comprehensively investigated and considered in the preparation of the base proposal submitted. Work shall be performed in accordance with City of League City safety regulations.

B. MOWING REQUIREMENTS:

- Growth will be cut to a uniformed height range of two and a half (2 ½) inches to three (3) or as designated by the City Representative.
- Proposer will be responsible for damaged landscape due to overweight equipment in muddy conditions and repetitive pattern of mowing causing turfgrass damage.
- Significant excess grass or trimmings will be mulched or re-cut to improve site appearance.
- Mowing will include all mowing, trimming, cutting outside of fenced areas, and ditch areas outside of fences adjacent to facilities or plants. The exterior fence lines shall be trimmed a minimum of twelve (12) inches from the fence line to prohibit growth on the fence or as designated by the City Representative.
- All edging along sidewalks and curbs must be done with a mechanical blade edger. Any edging where the edge is widened from the curb or sidewalk whereas soil and grass must be placed to repair the damage the Proposer will be responsible for the repairs.
- Upon completion of mowing, all areas outside of the mowing area shall be cleaned of grass clippings, and all debris in the work area shall be picked up and properly disposed.
- Working along roadways Proposer must comply with all Federal, State, and Local laws.
- Proposer personnel shall wear a contractor-provided uniform, which shall display the name of the company.
- Proposer vehicles shall display the name of the company.

**C. MOWING FREQUENCY SCHEDULE:**

- October 1 through March 31: Growth will be cut when height reaches four (4) inches or every two (2) weeks, whichever comes later, or as directed by the City Representative.
- April 1 through September 30: Growth will be cut when height reaches four (4) inches or every seven (7) days, whichever comes first, or as directed by the City Representative.
- Less or more frequent mowing may be required for periods of extreme heat, wet conditions, or unexpected growth cycles.

D. ESTIMATED MOWING AREA:

- The measurement in acreage of each site is only an estimate. Some sites have buildings and obstacles in place that is included in the measurement. The Proposer shall examine the work sites and satisfy themselves as to the condition which will be encountered relating to the quality of work to be performed and the materials to be furnished. The proposal shall cover all expenses in connection with all work performed.

E. LANDSCAPE MAINTENANCE REQUIREMENTS:

- **General**
 - Proposer shall bring all facilities up to the standards established by this scope of work within the first month of the first contract year.
 - Regularly inspect landscaped/vegetated areas; de-weed; trim, and remove new or dead growth so walkways, sidewalks, roadways, and mulched/barked areas are kept clean and look well-cared for.
 - Proposer personnel shall wear a contractor-provided uniform, which shall display the name of the company.
 - Proposer vehicles shall display the name of the company.
 - Lawns, bedded areas, fence lines, asphalt and concrete pads shall be kept weed, grass and moss free by hand or by use of herbicides approved by the City of League City. Proposer shall be responsible for removing weeds and grass in service and parking areas.
 - Rake all bedded areas as often as required to ensure a fresh mulch/bark appearance. When Proposer determines that mulch is needed at any location, materials for re-mulching/re-barking of any location shall be provided by the Contractor.
 - Within service areas planted with seasonal color and flowering shrubs, deadhead (remove) spent flowers twice a month. Keep all color beds and containers free of weeds and debris on a regular basis throughout the year. Regularly monitor all flowering plants for disease and insect infestation. Apply fungicide, insecticide and/or slug bait only as necessary to control specific problems areas.
 - Sweep or blow clean all sidewalks and/or concrete or street areas affected by work. All debris shall be removed from the site.
 - Pick up and remove all leaves and debris in bedded/landscaped areas.



- **Pruning**

- Prune trees, palms, vines, and shrubbery in the fall or winter, after the typical growing season. Proposer is expected to use good landscape maintenance practices as to the frequency and extent of routine pruning required.
- Pruning during growing season shall occur as needed to ensure the following:
 - Remove dead, damaged, and diseased portions of plants.
 - Prune trees and shrubs to maintain their natural shape and to maintain tree sucker control.
 - Trees and shrubs are not to be allowed to grow together unless designed to do so as a hedge.
 - Trees shall be kept pruned to allow at least 5 feet of unobstructed space between the ground and the lowest limb.
 - Trees near sidewalks shall be pruned to avoid conflict with vehicular or pedestrian traffic and shall not be allowed to interfere with site lighting, streetlight bases, or security cameras.
 - Shrubs around municipal buildings shall be kept pruned to no higher than the building windowsills and not touching building walls, unless specifically instructed otherwise, in writing, by a Parks Operations department representative.
 - Trees, shrubs and ground cover must be kept off fire hydrants, signs, fences, walls, sitting areas, walkways, and driveways.

- **Fertilizer & Pesticides**

- The City of League City approves the use of native hardwood mulch only.
- Provide a minimum of "two" fertilizer applications per year as part of the base contract.
- Trees, shrubs and ground cover: weed, pest, and disease control:
 - City of League City encourages environmentally responsible maintenance practices. Provide City of League City a minimum of 48 hours' notice prior to "blanket" applications of herbicides, fungicides or insecticides. All chemicals must be EPA approved and applied by a licensed Texas State Pesticide Applicator per the manufacturer's recommendations. Provide a Material Safety Data Sheet (MSDS) to City of League City for any chemicals used.
- Apply insecticide or fungicide to trees, shrubs and ground covers only when significant plant damage would result from not addressing the infestation. Base the pest and disease control program on site historical data.
- Keep planter beds and tree wells free of weeds and debris on a regular basis throughout the year. Control weeds with contact spray herbicide, hand weeding, and selective use of pre-emergent herbicides. Apply only at manufacturer's approved rates to avoid soil toxicity. Verify that herbicide is appropriate for use with various plant materials. Proposer is responsible for any damages incurred as a result of herbicide application, or mechanical damage to tree trunks by nylon cord trimmer or equipment and must repair

**Manicured Mowing and Landscape Services - Parks**

or replace any such damage at no cost to City of League City. Hand weeding is preferred whenever possible.

- Control of major disease and insect infestations for trees, shrubs and ground covers is not a part of the Contract. Proposer is to regularly monitor all plant material and immediately notify Parks Representative of any need for such control. Proposer is responsible for any damage to plant material incurred as a result of failure to immediately notify City of League City in writing of correctable disease and/or insect problems and must replace any such damaged plant material at no additional cost to City of League City.
- Fertilize landscape with a well-balanced, slow-release fertilizer as required to provide vigorous deep rooting and a healthy green appearance year around. Care is to be taken not to burn the plants. Submit a fertilizer schedule listing proposed material, application rates and application times prior to performing work. Proposer is to coordinate with City when Proposer expects to use fertilizer, "weed and feed" products, etc. so that these applications can be followed by City irrigation and/or manual watering.
- **Irrigation**
 - City expects Proposer to establish and communicate to the City the recommended watering schedule for each site, and immediately report to a City Representative if an irrigation system requires any adjustments to head nozzles and timers, maintenance, repairs, or extensions. Examples of ordinary repair that should be reported to the City of League City for action include but are not limited to replacement of missing/damaged heads, trimming sod around heads, repairing leaks in system, or adjusting head nozzles. Proposer is to advise City Representative of any areas that Proposer determines are being under- or over-watered so that appropriate modifications or installations can be made. *Note that during periods of extended dry weather, the City has a Drought Contingency Plan which, in accordance with state water conservation guidelines, prohibits the irrigation of non-essential landscape areas.

F. LANDSCAPE MAINTENANCE SCHEDULE:

- Please see Cost Sheet for Landscaping Frequency in Attachment A.

G. STANDARD OF PERFORMANCE:

- The Proposer shall perform all services under this Agreement in accordance with the standards and codes of the Environmental Regulations and approved regulations of the governing agency. The Proposer and their staff must have company uniforms, and when applicable their equipment shall have the company's logo to identify themselves while working for League City.



RFP #22-012

Manicured Mowing and Landscape Services – Parks

EXHIBIT A3 MOWING PARKS

Item No.	Name	Address	Estimated Area in Acres	Amount for One Cycle	Estimated No. of Cycles	Estimated Annual Cost
A.3-001	Welcome Sign	FM 270 FM 518	0.73 acres	\$ 36.50	36	\$ 1314.00
A.3-002	Ghirardi Family WaterSmart Park	1910 Louisiana Ave	2.91 acres	\$ 145.50	36	\$ 5238.00
A.3-003	Rustic Oaks Park	5101 Orange Blossom Ct	7.90 acres	\$ 395.00	36	\$ 14220.00
A.3-004	BLD Skate Park	1150 Big League Dreams Parkway	0.35 acres	\$ 25.00	36	\$ 900.00
A.3-005	Helens Garden	701 E Main Street	0.38 acres	\$ 25.00	36	\$ 900.00
A.3-006	Heritage Park	1220 Coryell St	7.81 acres	\$ 390.50	36	\$ 14,058.00
A.3-007	Bay Ridge Park	Bay Ridge Park	1.95 acres	\$ 97.50	36	\$ 3510.00
A.3-008	League Park	500 E. Main	1.14 acres	\$ 57.50	36	\$ 2070.00
A.3-009	Newport Park	1013 Newport Blvd	7.60 acres	\$ 380.00	36	\$ 13,680.00
A.3-010	270 Boat Ramp	FM 270	0.27 acres	\$ 25.00	36	\$ 900.00
A.3-011	Rustic Oaks II	Bay Area Boulevard and Rustic Oaks Drive	1.02 acres	\$ 51.00	36	\$ 1836.00
Subtotal for Exhibit A3 – Mowing Parks						\$ 58,626.00

Total for Mowing Exhibits A1- A3

\$ 189,720.00

EXHIBITS A4**LANDSCAPE SERVICE AREAS**

Location Name	Location Address
Hwy 3 medians and City Entry Sign	Highway 3 in front of Walter Hall Park
West walker street lighted sign bed	100 West Walker and Hwy 3 in the middle of the road
Fire Drill Field	901 Kansas
Fire Station 1	601 2nd St
Fire Station 2	2120 Hobbs Rd
Fire station 3	3575 Deke Slayton Pkwy
Fire Station 4	175 N Bay area Blvd
Fire Station 5	2898 Bay Creek Drive
Fire Station 6	7505 South Shore Blvd
EMS station	260 FM 270
Animal Control	755 West Walker

HWY 3 MEDIANS AND CITY ENTRY SIGN				
Line Item Number	Description	Frequency	Cost Per Visit	Total
1	De-weeded & trash collected	38	\$ 100.00	\$ 3,800.00
2	Beds topped with 2 inches of native hardwood mulch	2	\$ 4,500.00	\$ 9,000.00
3	Apply fertilizer, pre-emergent herbicide, and insecticide	2	\$ 500.00	\$ 1,000.00
4	Plant and trees to be pruned to keep uniform height and structure. Clear sight line must be kept	2	\$ 600.00	\$ 1,200.00
5	Irrigation to be inspected and kept in working condition	12	\$ 225.00	\$ 2,700.00
6	Beds kept smooth and free of ruts or exposed native soil	38	Incl.	Incl.
Subtotal for HWY 3 MEDIANS AND CITY ENTRY SIGN				\$ 17,700.00

WEST WALKER STREET LIGHTED SIGN BED				
Line Item Number	Description	Frequency	Cost Per Visit	Total
1	De-weeded & trash collected	38	\$ 50.00	\$ 1,900.00
2	Beds topped with 2 inches of native hardwood mulch	2	\$ 700.00	\$ 1,400.00
3	Apply fertilizer, pre-emergent herbicide, and insecticide	2	\$ 55.00	\$ 110.00
4	Plant and trees to be pruned to keep uniform height and structure. Clear sight line must be kept	2	\$ 300.00	\$ 600.00
5	Irrigation to be inspected and kept in working condition	12	\$ 100.00	\$ 1,200.00
6	Beds kept smooth and free of ruts or exposed native soil	38	Incl.	Incl.
Subtotal for WEST WALKER STREET LIGHTED SIGN BED				\$ 5,210.00

FIRE DRILL FIELD				
Line Item Number	Description	Frequency	Cost Per Visit	Total
1	De-weeded & trash collected	38	\$ 65.00	\$ 2,470.00
2	Beds topped with 2 inches of native hardwood mulch	2	\$ 400.00	\$ 800.00
3	Apply fertilizer, pre-emergent herbicide, and insecticide	2	\$ 350.00	\$ 700.00
4	Plant and trees to be pruned to keep uniform height and structure. Clear sight line must be kept	2	\$ 600.00	\$ 1,200.00
5	Irrigation to be inspected and kept in working condition	12	N/A	N/A
6	Beds kept smooth and free of ruts or exposed native soil	38	Incl.	Incl.
Subtotal for FIRE DRILL FIELD				\$ 5,170.00

FIRE STATION 1				
Line Item Number	Description	Frequency	Cost Per Visit	Total

1	De-weeded & trash collected	38	\$ 25.00	\$ 950.00
2	Beds topped with 2 inches of native hardwood mulch	2	\$ 250.00	\$ 500.00
3	Apply fertilizer, pre-emergent herbicide, and insecticide	2	\$ 95.00	\$ 190.00
4	Plant and trees to be pruned to keep uniform height and structure. Clear sight line must be kept	2	\$ 250.00	\$ 500.00
5	Irrigation to be inspected and kept in working condition	12	N/A	N/A
6	Beds kept smooth and free of ruts or exposed native soil	38	Incl.	Incl.
Subtotal for FIRE STATION 1				\$ 2,140.00

FIRE STATION 2				
Line Item Number	Description	Frequency	Cost Per Visit	Total
1	De-weeded & trash collected	38	\$ 50.00	\$ 1,900.00
2	Beds topped with 2 inches of native hardwood mulch	2	\$ 450.00	\$ 900.00
3	Apply fertilizer, pre-emergent herbicide, and insecticide	2	\$ 300.00	\$ 600.00
4	Plant and trees to be pruned to keep uniform height and structure. Clear sight line must be kept	2	\$ 320.00	\$ 640.00
5	Irrigation to be inspected and kept in working condition	12	N/A	N/A
6	Beds kept smooth and free of ruts or exposed native soil	38	Incl.	Incl.
Subtotal for FIRE STATION 2				\$ 4,040.00

FIRE STATION 3				
Line Item Number	Description	Frequency	Cost Per Visit	Total
1	De-weeded & trash collected	38	\$ 50.00	\$ 1,900.00
2	Beds topped with 2 inches of native hardwood mulch	2	\$ 325.00	\$ 650.00
3	Apply fertilizer, pre-emergent herbicide, and insecticide	2	\$ 95.00	\$ 190.00
4	Plant and trees to be pruned to keep uniform height and structure. Clear sight line must be kept	2	\$ 250.00	\$ 500.00
5	Irrigation to be inspected and kept in working condition	12	N/A	N/A
6	Beds kept smooth and free of ruts or exposed native soil	38	Incl.	Incl.
Subtotal for FIRE STATION 3				\$ 3,240.00

FIRE STATION 4				
Line Item Number	Description	Frequency	Cost Per Visit	Total
1	De-weeded & trash collected	38	\$ 30.00	\$ 1,140.00
2	Beds topped with 2 inches of native hardwood mulch	2	\$ 325.00	\$ 650.00
3	Apply fertilizer, pre-emergent herbicide, and insecticide	2	\$ 75.00	\$ 150.00
4	Plant and trees to be pruned to keep uniform height and structure. Clear sight line must be kept	2	\$ 250.00	\$ 500.00
5	Irrigation to be inspected and kept in working condition	12	N/A	N/A
6	Beds kept smooth and free of ruts or exposed native soil	38	Incl.	Incl.
Subtotal for FIRE STATION 4				\$ 2,440.00

FIRE STATION 5				
Line Item Number	Description	Frequency	Cost Per Visit	Total
1	De-weeded & trash collected	38	\$ 45.00	\$ 1,710.00
2	Beds topped with 2 inches of native hardwood mulch	2	\$ 650.00	\$ 1,300.00
3	Apply fertilizer, pre-emergent herbicide, and insecticide	2	\$ 150.00	\$ 300.00
4	Plant and trees to be pruned to keep uniform height and structure. Clear sight line must be kept	2	\$ 300.00	\$ 600.00
5	Irrigation to be inspected and kept in working condition	12	N/A	N/A
6	Beds kept smooth and free of ruts or exposed native soil	38	Incl.	Incl.
Subtotal for FIRE STATION 5				\$ 3,910.00

FIRE STATION 6				
Line Item Number	Description	Frequency	Cost Per Visit	Total

1	De-weeded & trash collected	38	\$ 45.00	\$ 1,710.00
2	Beds topped with 2 inches of native hardwood mulch	2	\$ 225.00	\$ 450.00
3	Apply fertilizer, pre-emergent herbicide, and insecticide	2	\$ 95.00	\$ 190.00
4	Plant and trees to be pruned to keep uniform height and structure. Clear sight line must be kept	2	\$ 250.00	\$ 500.00
5	Irrigation to be inspected and kept in working condition	12	N/A	N/A
6	Beds kept smooth and free of ruts or exposed native soil	38	Incl.	Incl.
Subtotal for FIRE STATION 6				\$ 2,850.00

EMS STATION				
Line Item Number	Description	Frequency	Cost Per Visit	Total
1	De-weeded & trash collected	38	\$ 30.00	\$ 1,140.00
2	Beds topped with 2 inches of native hardwood mulch	2	\$ 260.00	\$ 520.00
3	Apply fertilizer, pre-emergent herbicide, and insecticide	2	\$ 90.00	\$ 180.00
4	Plant and trees to be pruned to keep uniform height and structure. Clear sight line must be kept	2	\$ 150.00	\$ 300.00
5	Irrigation to be inspected and kept in working condition	12	N/A	N/A
6	Beds kept smooth and free of ruts or exposed native soil	38	Incl.	Incl.
Subtotal for EMS STATION				\$ 2,140.00

ANIMAL CONTROL				
Line Item Number	Description	Frequency	Cost Per Visit	Total
1	De-weeded & trash collected	38	\$ 75.00	\$ 2,850.00
2	Beds topped with 2 inches of native hardwood mulch	2	\$ 625.00	\$ 1,250.00
3	Apply fertilizer, pre-emergent herbicide, and insecticide	2	\$ 120.00	\$ 240.00
4	Plant and trees to be pruned to keep uniform height and structure. Clear sight line must be kept	2	\$ 300.00	\$ 600.00
5	Irrigation to be inspected and kept in working condition	12	\$ 120.00	\$ 1,440.00
6	Beds kept smooth and free of ruts or exposed native soil	38	Incl.	Incl.
Subtotal for ANIMAL CONTROL				\$ 6,380.00

TOTAL FOR LANDSCAPE EXHIBITS A4				\$ 55,220.00
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EXHIBIT A5

LANDSCAPE SUPPLEMENTAL SERVICES

Line Item Number	Description	Frequency	Cost Per Visit	Total
1	Tree and shrub trimming along trail	2	\$ 7,500.00	\$ 15,000.00
Subtotal for Exhibit A5				\$ 15,000.00