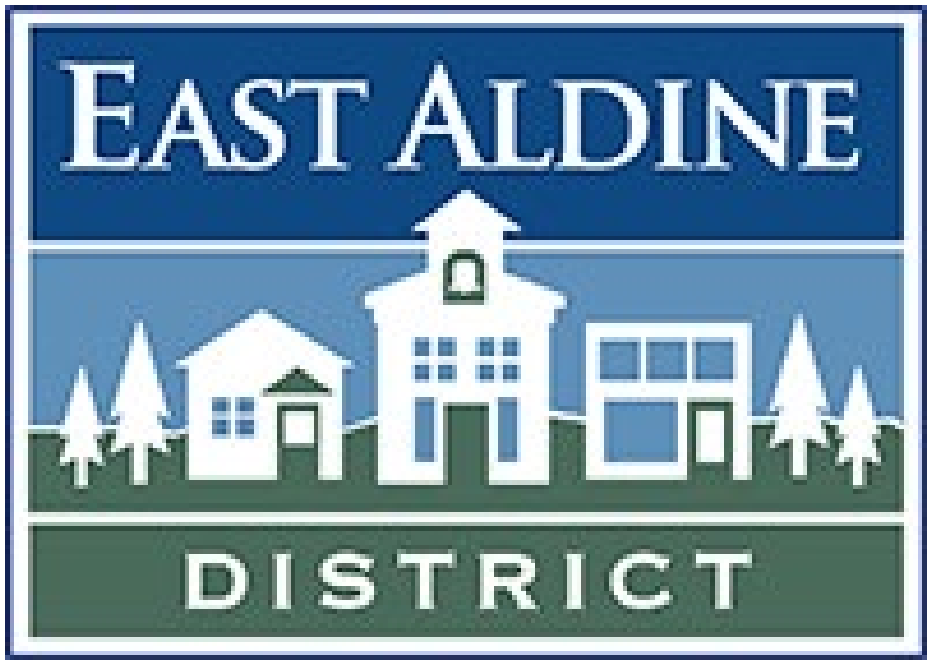


REQUEST FOR PROPOSAL

for

Landscape, Right of Way Maintenance, and/or Litter Abatement

by

East Aldine Management District

TABLE OF CONTENTS

I. BIDDING AND INSTRUCTIONS… 1

II. FORM 1295… 3

III. PROPOSAL FORM… 6

IV. FORM OF AGREEMENT… 9

1. SERVICES… 9

1.1 Services… 9

2. COMPENSATION… 9

2.1 Payment of Services… 9

3. GENERAL CONDITIONS… 10

3.1 Contractor's Duties 10
3.2 Relationship of District and Contractor 10
3.3 Insurance 10
3.4 Indemnification 12
3.5 Term and Termination 12
3.6 Agreement Controls 12
3.7 Regulatory Requirements 12
3.8 Safety and Health Standards 13
3.9 Inspection 13
3.10 Warranty 13
3.11 Assignability 13
3.12 Modifications 13
3.13 Force Majeure 13
3.14 Agreement Subject to Applicable Law 13
3.15 Governing Law 13
3.16 Waiver 13
3.17 Intended Beneficiaries 14
3.18 Severability 14
3.19 House Bill 89 Verification 14
3.20 Anti-Terrorism Verification 14
3.21 Contracting Information 14

V. STATEMENT OF WORK 17

VI. CONTRACTOR QUALIFICATIONS 19

ATTACHMENTS:

A. SCOPE OF WORK… 20

B. MAPS/EXHIBITS… 21

I. BIDDING AND INSTRUCTIONS

A. Proposal and Pre-proposal Information

Proposal to be entitled for consideration must be prepared in accordance with the following instructions:

Proposals shall be made in duplicate on forms furnished by the East Aldine Management District ("District"). The wording of the proposal form (inclusive of the Maintenance Schedule and Unit Price Schedule for Base Areas and Supplemental Services) shall not be changed, altered or supplemented except in accordance with the instructions. All blank spaces shall be filled in, and any erasure or corrections in the Proposal must be initialed and dated by the official who shall sign. The Proposal must be completed with every unit cost for each Scope of Work proposed noted within the form. No forms other than the attached proposal form will be accepted.

The District waives the requirements for a Pre-Proposal Conference. Proposal shall be sealed, marked and addressed as follows:

Bid Document for: Landscape, Right of Way Maintenance, and/or Litter Abatement Services
East Aldine Management District, Houston, Texas.
Submitted by_____

and shall be delivered to the office of the District, 2909 East Aldine Amphitheatre Dr. #200, Houston, TX, 77039; by **05:00 p.m., local time, 12/07/2026.**

Proposals must be signed by an authorized and legal official of the company submitting the bid, with the name of the official and his title typed below his signature. Bidders shall be responsible for delivery of the proposal before indicated time. Late proposals will not be considered and will be returned unopened.

THE EAST ALDINE MANAGEMENT DISTRICT IS TAX EXEMPT.

Bids may be withdrawn on written request from the Bidder addressed to the District attn. Mr. Richard Cantu, provided the request is received prior to the time and date fixed for submittal of proposals.

The District reserves the right to award the Contract in its best interests, or to reject any or all proposals. Proposals shall remain in force and effect for a period of not less than ninety (90) days after the opening date. Where applicable, unit prices shall be provided for future adjustments in the quantity of bid items. These prices shall be firm and honored by the awarded Bidder for the full period of the Contract. A Contract will not be awarded to any person, firm or corporation that has failed to perform satisfactorily and faithfully on any previous Contract or order from EAST ALDINE MANAGEMENT DISTRICT. If the Contract is to be awarded, it will be awarded to the responsible bidder that, in the District's judgment, will be most advantageous to the District and result in the best and most economical completion of the work.

The District may award one or more contracts using the Services Agreement attached hereto. Each contract shall identify the Scope or Scopes of Work awarded and the applicable unit prices. Payment shall be based on the actual number of visits completed for each service at the awarded unit prices. Monthly, annual, and total contract amounts shown in the proposal are estimates based on the scheduled service frequencies and do not constitute guaranteed payments.

This Request for Proposal includes four separate Scopes of Work, identified as Scope A1, Scope A2, Scope A3, and Scope A4. Bidders may submit a proposal for one or more Scopes of Work and shall provide separate, complete pricing for each scope proposed. Bidders shall clearly mark any scope for which they are not submitting a proposal as "No Bid." A proposal will not be considered incomplete solely because the Bidder does not submit pricing for all four scopes.

The District reserves the right to award all four Scopes of Work to one Bidder or to award individual scopes or combinations of scopes to multiple Bidders, as determined to be in the District's best interest. Each scope may be evaluated and awarded independently in accordance with the evaluation criteria stated in this Request for Proposal. Submission of a proposal for multiple scopes does not guarantee an award of all scopes proposed.

Pricing for each scope shall stand independently and shall not be contingent upon an award of another scope. Each successful Bidder shall enter into an agreement identifying the specific scope or scopes awarded and the applicable pricing. The District reserves the right to reject any or all proposals for any scope.

B. Proposal Documents

This document incorporates all documents associated with this Request For Proposal for Landscape, Right of Way and/or Litter Abatement Services. Addenda will be issued to all known Bidders.

All questions concerning discrepancies, omissions, or doubts as to the meaning or intent of the Request For Proposal documents must be submitted in writing by no later than **05:00 p.m., 11/20/2026** to the District's Representative. Responses to these written questions will be in the form of an addendum to these documents distributed to all known bidders. Receipt of addenda to the Bidder must be acknowledged on the Form of Proposal.

This Request For Proposal has, insofar as possible, identified all requirements and included all attachments necessary for completion and submittal of responsive proposals. Bidders must carefully review existing conditions and the proposed Project as set out in this Request For Proposal. Should additional or other items be required to achieve the Project's outcomes, Bidders are advised to contact the District in writing of requested changes in the Project's specifications and in accordance with the deadline for questions above.

C. Form of Contract Agreement

Each successful Bidder shall confirm its intent to honor the submitted pricing for the scope or scopes awarded and shall sign and deliver the Contract Agreement to the District for signature. The Agreement shall incorporate only the Scopes of Work awarded to that Bidder and the corresponding pricing schedules.

D. District's Representatives

The District will represent itself during the bidding, award and implementation period of this Contract.

E. Qualifications of Bidders

The District may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish the District all such information and data for this purpose as the District may request. The District reserves the right to reject a bid if the evidence submitted, or

investigation reveals such Bidder is not properly qualified to carry out the obligations of the Contract Documents. Conditional bids will not be accepted.

ABHR

HOUSTON
3200 Southwest Freeway,
Suite 2600
Houston, TX 77027
(713) 860-6400

Katie S. Carner
Senior Counsel
kcarner@abhr.com
(713) 860-6482

MEMORANDUM

TO: Board of Directors

DATE: August 14, 2026

RE: House Bill 1295

Summary

The Texas Legislature passed House Bill 1295 during the 84th Legislative Session, which enacted Section 2252.908, Government Code, imposing new requirements for contracts entered into by governmental entities on or after January 1, 2016. More specifically, a business entity must disclose certain interested parties, intermediaries, and controlling interests when seeking any contract that is in excess of $1 million or requires an action or vote by the governing body before a governmental entity may enter into the contract. Business entities are required to fill out a disclosure form promulgated by the Texas Ethics Commission (TEC), known as a FORM 1295. A governmental entity cannot enter into a contract until a proper FORM 1295 disclosure is received from the business entity. HB 1295 affects most contracts entered into by water districts, including construction contracts, consultant and service contracts and bond-related contracts.

During the 85th Legislative Session, the Texas Legislature passed Senate Bill 255, which amended Section 2252.908, Government Code, creating certain exemptions from the disclosure requirements and changes to the disclosure form for contracts entered into by governmental entities on or after January 1, 2018. An exemption from the disclosure requirements was provided for any publicly traded business entity (or wholly owned subsidiary of a publicly traded business entity). A limited exemption was also created for certain electric and gas utilities, but such exemption is not likely to affect most water districts as the electric utility exemption does not include retail service providers. The other significant change was a repeal of the requirement for a FORM 1295 to be notarized. Instead, the FORM 1295 requires a written, unsworn declaration subscribed as true by the authorized agent of the contracting business entity, under the penalty of perjury.

CENTRAL TEXAS
919 Congress Avenue, Suite 1500
Austin, TX 78701
(512) 518-2424

NORTH TEXAS
4514 Cole Avenue, Suite 1450
Dallas, TX 75205
(972) 823-0800

abhr.com

Attached to this memorandum is a copy of the current FORM 1295 promulgated by the TEC.

Definitions

- A *governmental entity* is a municipality, county, public school district or special purpose district or authority.
- A *business entity* is any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.
- An *interested party* is (i) a person who has a *controlling interest* in a business entity with whom a governmental entity or state agency contracts; or (ii) an *intermediary*.
- A *controlling interest* is defined as: (i) an ownership interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (ii) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (iii) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (iii) does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.
- An *intermediary* is a person who actively participates in the facilitation of a contract or negotiating a contract, including a broker, adviser, attorney or representative of or agent for the business entity who: (i) receives compensation from the business entity for the person's participation; (ii) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and (iii) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

Exemptions

Below is a list of contracts that are exempt from the FORM 1295 filing requirement. The italicized exemptions apply only to contracts entered into on or after January 1, 2018. A completed FORM 1295 is not required for:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if:
    - the value of the contract cannot be determined at the time the contract is executed; and
    - any qualified vendor is eligible for the contract;

- *a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- *a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or*
- *a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

Process

Compliance with HB 1295 fundamentally changes the process of how business entities and water districts enter into contracts. The TEC has formulated rules and the attached FORM 1295, resulting in the following prescribed process (as amended):

1. The business entity registers for an online account with the TEC.
2. The business entity accesses the TEC website and completes an online FORM 1295, making all necessary disclosures required by HB 1295. (Some of the information needed for the business entity to complete FORM 1295 will need to be provided by the governmental entity.)
3. The TEC website then generates a PDF version of FORM 1295 with a "certificate number" as a certification of filing.
4. The business entity then prints off, completes the unsworn declaration, executes a hard copy of FORM 1295 and submits it to the governmental entity on or before the award of the contract.
5. The governmental entity then accesses the TEC website and acknowledges the FORM 1295 by entering the certificate number.

This procedure is required for any new, amended, extended, or renewed contract. ABHR has worked with water district engineers, operators, financial advisors, bookkeepers, and other consultants who solicit contracts on a district's behalf to implement and standardize processes and procedures to comply with HB 1295.

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____ , on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

III. PROPOSAL FORM

For:

Landscape, Right of Way,
and/or Litter Abatement
Request for Proposal

Submitted without exception to:

EAST ALDINE MANAGEMENT DISTRICT
Attn. Mr. Richard Cantu
2909 East Aldine Amphitheatre Dr. #200
Houston, Texas 77039

To whom it may concern:

I, _____ of _____
the undersigned, having carefully examined the Bidding Requirements, Contract Forms, Conditions of the Contract Specifications, Drawings, and all other Document s referred to therein, do hereby agree to perform the Services described in the applicable Scope of Work attached to this Agreement, in accordance with the Contract Documents.

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that: Bidder

has examined and carefully studied the Bidding Documents and the following
Addenda receipt of all which are hereby acknowledged:

Addendum No.	Date Received	Acknowledgment

1. By submitting a Bid, each Bidder agrees to fully and forever waive and release any claim (known or unknown) it has or may have against the DISTRICT and their respective attorneys, employees, consultants, representatives , and agents arising out of or in connection with the: (i) administration, evaluation, or recommendation (or lack thereof) of any Bid; (ii) waiver of any requirements under the Bid Documents or the CONTRACT DOCUMENTS; (iii) acceptance or rejection of any bids; (iv) award of the Contract; and, (v) provision of references (positive or negative) in connection with any work performed by Bidder, and Bidder's CONTRACTORs and SUBCONTRACTORs in connection with the Project and the CONTRACT DOCUMENTS, to which Bidder hereby consents and authorizes.

2. By submitting this proposal, the Bidder agrees that this proposal may be held by the District for a period of not more than 90 days from the receipt of this bid, and that if awarded the Contract for the work, unless otherwise provided in the Contract, will commence work within 10 days after receipt of the fully executed Contract, and will comply with the requirements of the Contract Documents.

3. It is understood the District reserves the right to reject any and all bids and to waive any

informality or irregularity in any bid which, in its judgement, is in its own best interests.

4. The District reserves the right to select any or all of the items in applicable Scope of Work attached to this Agreement, Unit Price Schedule for Base Areas and Supplemental Services.

5. Bidder agrees, if awarded the Contract, to complete all work required by the Contract Documents within the specified time limit of said Contract, specified in Attachment A – Scope of Work.

6. Proposals made pursuant to this request are to be made under the assumption that the successful bidder will not be prevented, on account of strikes or other disruptions affecting sources of supply or affecting normal progress of work, from obtaining the materials necessary to complete the work covered by this proposal.

7. Bidder may not assign this agreement or any portion thereof, without the written approval of the District.

8. It is understood and agreed to by the undersigned that the opening of the proposals will be public and that the District has the unassailable right to accept or reject any or all proposals for any reason without conveying these reasons to any party.

9. Bidder submitting this proposal acknowledges having read and understood all the requirements of these bidding document and specifications. Bidder has familiarized himself with the existing conditions of the site(s).

Bidder will complete the Work in accordance with this Request For Proposal and for the following prices:

SUMMARY

DESCRIPTION – SCOPE 1: RIGHT OF WAY MAINTENANCE		**PRICE**
Total Monthly Invoice Amount		
Total Contract Amount per Contract Year		
Initial Here if "No Bid"		

DESCRIPTION – SCOPE 2: LITTER ABATEMENT		**PRICE**
Total Monthly Invoice Amount		
Total Contract Amount per Contract Year		
Initial Here if "No Bid"		

DESCRIPTION – SCOPE 3: DISTRICT ESPLANADES MAINTENANCE		**PRICE**
Total Monthly Invoice Amount		
Total Contract Amount per Contract Year		
Initial Here if "No Bid"		

DESCRIPTION – SCOPE 4: TOWN CENTER & ADDTL PROP MAINTENANCE		**PRICE**
Total Monthly Invoice Amount		
Total Contract Amount per Contract Year		
Initial Here if "No Bid"		

[SIGNATURE PAGE FOLLOWS]

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

ATTEST

By: _____

Name: _____

Title: _____

Date: _____

IV. FORM OF AGREEMENT (MASTER SERVICES AGREEMENT)

MASTER SERVICE AGREEMENT
FOR
EAST ALDINE MANAGEMENT DISTRICT GROUNDS MAINTENANCE

This Service Agreement (this "Agreement") is effective as of the _____day of _____, 20___, by and between East Aldine Management District, a conservation and reclamation district and a body politic and a political subdivision of the State of Texas, created under the authority of Article XVI, Section 59 of the Texas Constitution and operating under and governed by the provisions of Chapter 49 and 54, Texas Water Code, as amended (the "District"), and _____ (the "Contractor").

RECITALS

WHEREAS, the District has determined it is in the District's best interest to engage a professional service provider for the services described herein; and

WHEREAS, the Parties have read and understood the terms and provisions set forth in this Agreement and have been afforded a reasonable opportunity to review this Agreement with their respective legal counsel;

NOW, THEREFORE, in consideration of the premises, mutual promises, covenants, obligations and benefits herein contained, the District and Contractor agree as follows:

1. SERVICES

1.1. Services. Contractor shall perform the services (the **"Services"**) described in **Attachment A – Scope of Work**, which is incorporated into and made a part of this Agreement by reference. The Scope of Work shall identify the specific services to be performed, project location(s), schedule, deliverables, compensation, and any additional project-specific requirements. The Contractor shall perform the Services in accordance with the terms and conditions of this Agreement and shall not deviate from the approved Scope of Work without the prior written authorization of the District. If additional services are required during the term of this Agreement, they shall be authorized only through a written amendment, change order, or additional Scope of Work approved by the District's Board of Directors or its authorized representative, as applicable. Any such amendment or additional Scope of Work shall be incorporated into this Agreement upon execution by both parties. Unless otherwise expressly stated in a subsequently approved Attachment A, amendment, or change order, all Services performed under this Agreement shall be subject to the terms and conditions of this Agreement. In the event of a conflict between this Agreement and any Attachment A, amendment, proposal, quotation, purchase order, or other project-specific document, the terms of this Agreement shall control unless the District expressly states otherwise in writing. The compensation identified in the applicable Attachment A or approved amendment shall constitute full compensation for all labor, supervision, materials, equipment, insurance, transportation, permits, overhead, profit, and all other costs necessary to perform the Services, unless otherwise specifically provided therein.

For purposes of this Agreement, Attachment A shall include only the Scope Scopes of Work awarded to the Contractor, clearly identified by scope number and title. The Contractor shall be responsible for performing those awarded scopes and shall reasonably coordinate with other District contractors where services overlap or require scheduling coordination.

2. COMPENSATION

2.01. Payment for Services. Contractor shall submit a detailed monthly invoice (together with any back-up documentation requested by the District) indicating the Services performed for that month under the terms of this Agreement. Contractor shall submit detailed invoices to the District:

Ms. Veronica Sanches
East Aldine Management District c/o
Hawes Hill & Associates LLC
P.O. Box 22167
Houston, TX 77227-2167
Email:vsanches@haweshill.com

Payment shall be made within forty-five (45) days of the approval of Contractor's invoice by the District. Interest shall not be paid on service invoices.

Contractor agrees that upon completion of the work called for hereunder, it will furnish the District with proof, satisfactory to the District, that all labor, material and equipment for which Contractor has been paid, have been satisfied and paid, unless the District waives such proof. Upon furnishing such proof, or waiver thereof, the amount billed by Contractor will be reviewed by the District for approval and all undisputed amounts shall be paid to Contractor in accordance with this Section.

3. GENERAL CONDITIONS

3.01. Contractor's Duties. Contractor covenants with the District to furnish its best skill and judgment in performing the Services for the District. Contractor agrees to furnish efficient business administration and superintendence and to use its best efforts to furnish at all times an adequate supply of workmen, materials and equipment and to perform the Services in the most expeditious and economical manner. Contractor agrees to exercise reasonable diligence in performing the Services, using the degree of care and skill that a prudent person in the same or similar profession would use.

3.02. Relationship of District and Contractor. Contractor has been retained by the District for the sole purpose and to the extent set forth in this Agreement. It is understood and agreed that all work so done by Contractor shall meet with District approval, but that the detailed manner and method of performing the Services shall be under the control of Contractor. Contractor's relationship to the District during the term of this Agreement is that of an independent contractor. The relationship between the District and Contractor is not exclusive.

3.03. Insurance. Before commencing any work hereunder, Contractor shall furnish certificates of its insurance and copies of any required endorsements to the District evidencing the following insurance coverage, which coverage shall be maintained throughout the term of this Agreement. Certified copies of each policy shall be furnished to the District upon the District's request. Contractor shall not violate or knowingly permit to be violated any condition of the insurance policies required by this Agreement. Nothing contained in this Section shall limit or waive Contractor's legal or contractual responsibilities to the District or others. Cancellation or expiration of any of said insurance policies shall not preclude the District from recovery thereunder for any liability arising under this Agreement.

Contractor shall obtain the following insurance from companies having a Best's rating of B+/VII or better and licensed to transact business in the State of Texas:

A. Workers' Compensation Insurance covering liability arising out of Contractor's employment of workers and anyone for whom the employer may be liable for workers' compensation claims at limits as imposed by statute. Workers' compensation insurance is required, and no alternative forms of insurance shall be permitted.

B. Employer's Liability Insurance Limitations with limits of not less than $500,000.

C. Commercial General Liability Insurance with limits not less than:

   1. Each occurrence – $1,000,000

   2. General aggregate - $2,000,000

   3. Products-Completed Operations Aggregate - $2,000,000

   4. Personal & Advertising Injury - $1,000,000

D. Comprehensive Automobile Liability Insurance with limits not less than $1,000,000 (combined).

E. Excess Liability: $2,000,000/$2,000,000.

Contractor's insurance shall include the following endorsements:

A. The District and the District's agents and employees shall be added as additional insureds to all coverage required under this Agreement for all liability arising out of Contractor's work under this Agreement, except for workers' compensation insurance, as to the full limits of liability provided by each insurance policy (including limits greater than the minimum limits required herein).

B. All required insurance shall be endorsed to provide that coverages afforded under the policy will not be canceled or modified without at least seven (7) days prior written notice to the District. Renewal certificates shall be provided at least seven (7) days prior to the termination date of the current certificates of insurance during the term of this Agreement.

C. Inasmuch as District and Contractor intend that all of Contractor's insured loss and liabilities fall upon Contractor's insurers, without recourse against District, Contractor agrees to cause all of its policies of insurance maintained in force or procured by Contractor to provide, if necessary by endorsement, that each such insurer fully waives subrogation against the District and its agents and employees.

D. All of the aforesaid policies shall be endorsed to provide that the coverage provided to the District as an additional insured will be on a primary basis, and not in excess of other insurance coverage available to the District, and that neither Contractor nor its insurer will seek contribution or recovery from the District or such other insurance available to the District.

E. Contractor shall cause its subcontractors, including all persons hired by Contractor who are not Contractor's employees, who perform any part of the work hereunder, to be added as additional insureds to all coverage required under this Agreement, as to the full limits of liability provided by each insurance policy (including limits greater than the minimum limits required herein).

3.04. Indemnification.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE DISTRICT AND ITS OFFICERS, DIRECTORS, REPRESENTATIVES, AND AGENTS, FROM EVERY LOSS, DAMAGE, INJURY, COST, EXPENSE, CLAIM, JUDGMENT, OR LIABILITY OF EVERY KIND OR CHARACTER (INCLUDING SPECIFICALLY ATTORNEYS' FEES, COURT COSTS AND OTHER EXPENSES INCURRED IN ENFORCING THIS INDEMNITY PROVISION), WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHICH ARISES DIRECTLY OR INDIRECTLY FROM THE CONTRACTOR'S WILLFUL, INTENTIONAL, RECKLESS OR NEGLIGENT (WHETHER ACTIVE, PASSIVE, OR GROSS) ACTS OR OMISSIONS RELATED TO OR ARISING FROM THIS AGREEMENT. THIS INDEMNITY AND HOLD HARMLESS PROVISION WILL APPLY WHETHER SUCH ACTS OR OMISSIONS ARE CONDUCTED BY THE CONTRACTOR OR ANY SUBCONTRACTOR OR AGENT OF THE CONTRACTOR.

THIS INDEMNITY AGREEMENT IS INTENDED TO MEET THE TEXAS "EXPRESS NEGLIGENCE RULE" BECAUSE CONTRACTOR AGREES THAT IT APPLIES AND IS ENFORCEABLE EVEN AS TO LOSSES, DAMAGES, INJURIES, EXPENSES, CLAIMS, CAUSES OF ACTION, JUDGMENTS OR LIABILITIES JOINTLY OR CONCURRENTLY CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF THE DISTRICT. THE TERM "FAULT" IN THE PREVIOUS SENTENCE INCLUDES THE VIOLATION OR BREACH BY THE DISTRICT OF ANY COMMON LAW DUTY, ANY TERM OF THIS AGREEMENT, OR ANY STATUTE OR REGULATION.

THIS INDEMNIFICATION OBLIGATION IS IN ADDITION TO ALL OTHER LEGAL, EQUITABLE, OR INDEMNIFICATION REMEDIES AVAILABLE TO THE DISTRICT. THIS INDEMNIFICATION OBLIGATION SURVIVES THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

CONTRACTOR DOES HEREBY WAIVE, RELEASE AND FOREVER RELINQUISH AND DISCHARGE THE DISTRICT FROM ALL OF CONTRACTOR'S CAUSES OF ACTION ARISING FROM BODILY INJURY OR DEATH OR DAMAGE TO ANY PROPERTY ARISING OUT OF THE WORK, REGARDLESS OF WHETHER THE INJURY OR DAMAGE IS CAUSED IN FULL OR IN PART BY THE NEGLIGENCE OR OTHER FAULT OF THE DISTRICT.

3.05. Term and Termination. The Term of this Agreement may be extended as agreed by the parties. Either party may terminate this Agreement at any time, without cause, upon thirty (30) days written notice to the other party. Contractor shall not be entitled to any payment or further payment other than for work performed or material, equipment, or supplies furnished prior to such termination. The District does not waive any other remedy allowed under Texas law.

3.06. Agreement Controls. To the extent that there is any inconsistency between the provisions of this Agreement and any attachments or exhibits hereto, the terms of this Agreement shall control.

3.07. Regulatory Requirements. All work will be done in strict compliance with all applicable city, county, state and federal rules, regulations and laws and any codes which may apply to the Services being provided. Contractor will obtain all permits and licenses required to perform the

Services and will be responsible for securing inspections and approvals of its work from any authority having jurisdiction over Contractor's Services.

3.08. Safety and Health Standards. Contractor shall observe and comply with all applicable federal, state and local health and safety laws and regulations.

3.09. Inspection. The District and its duly authorized representatives shall have the right to inspect all Services being performed hereunder at any time. Contractor agrees to maintain adequate books, payrolls and records satisfactory to the District in connection with any and all Services performed hereunder and to maintain such books, payrolls and records for at least four years. The District and its duly authorized representatives shall have the right to audit such books, payrolls and records at any reasonable time or times.

3.10. Warranty. In addition to other common law and statutory warranties, whether implied or express, Contractor's warranty applies to materials, parts, labor and workmanship for one (1) year from the date of completion of the Service. Contractor shall transfer all manufacturers' warranties to the District.

3.11. Assignability. Contractor shall not assign its rights or obligations or any sum that may accrue to it hereunder without the written consent of the District, which shall be granted or denied in the District's sole discretion.

3.12. Modifications. This Agreement shall be subject to amendment, change or modification only with the prior mutual written consent of the District and Contractor.

3.13. Force Majeure. In the event either party to this Agreement is rendered unable, wholly or in part, by force majeure including an act of God; strikes; lockouts, or other industrial disturbances; acts of the public enemy; orders of any kind of government of the United States or the State of Texas or any civil or military authority (other than a party to this Agreement); insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; droughts; arrests; civil disturbances; explosions; or other inability similar to those enumerated; to carry out its obligations under this Agreement, it is agreed that party shall give written notice of such act to the other party as soon as possible after the occurrence of the cause relied on and shall, thereafter, be relieved of its obligations, so far as they are affected by such act, during the continuance of any inability so caused, but for no longer.

3.14. Agreement Subject to Applicable Law. This Agreement and the obligations of the Parties hereunder are subject to all rules, regulations and laws which may be applicable by the United States, the State of Texas or any other regulatory agency having jurisdiction.

3.15. Governing Law. This Agreement is governed in accordance with the laws of the State of Texas and shall be enforceable exclusively in the state court in the county in which the District is located.

3.16. Waiver. No waiver or waivers of any breach or default by a party hereto of any term, covenant or condition or liability hereunder of performance by the other party of any duty or obligation hereunder will be deemed a waiver thereof in the future, nor will any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character or description, under any circumstances.

3.17. Intended Beneficiaries. This Agreement is for the sole and exclusive benefit of the District and Contractor and will not be construed to confer any benefit upon any other party.

3.18. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance is ever held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances will not be affected hereby.

3.19. House Bill 89 Verification. By signing and entering into this Agreement, Contractor verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

3.20. Anti-Terrorism Verification. Contractor hereby represents and warrants that at the time of this Agreement neither Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor: (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code.

3.21. Contracting Information.

(a) If the amount the District pays in public funds of the District in one fiscal year under this Agreement is equal to or greater than $1,000,000, Contractor, pursuant to the Government Code Section 552.372, shall:

A. preserve all Contracting Information related to the Agreement as provided by the records retention requirements applicable to the District for the duration of this Agreement;

B. promptly provide to the District any Contracting Information related to the Agreement that is in the custody or possession of the District on request of the District; and

C. on final completion of the Agreement, provide at no cost to District all Contracting Information related to the Agreement that is in the custody or possession of the Contractor or preserve the Contracting Information related to this Agreement as provided by the records retention requirements of the District.

(b) Contracting Information means the following:

i. information in a voucher or contract/agreement relating to the receipt or expenditure of public funds by a governmental body;

ii. solicitation or bid documents relating to a contract/agreement with a governmental body;

iii. communications sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor during the solicitation, evaluation, or negotiation of a contract/agreement;

iv. documents, including bid tabulations, showing the criteria by which, a governmental body evaluates each vendor, contractor, potential vendor, or potential contractor responding to a solicitation and, if applicable, an explanation of why the vendor or contractor was selected; and

v. communications and other information sent between a governmental body and a vendor or contractor related to the performance of a final contract/agreement with the governmental body or work performed on behalf of the governmental body.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the date set forth on the first page hereof.

[EXECUTION PAGE FOLLOWS]

EAST ALDINE
MANAGEMENT DISTRICT

By: _____

Print: _____

Title: Chairman, Board of Directors

ATTEST:

_____
Secretary, Board of Directors

(SEAL)



[CONTACTOR]

By: _____

Name: _____

Title: _____

V. STATEMENT OF WORK

This Statement of Work ("SOW") adopts and incorporates by reference the terms and conditions of the Master Service Agreement for _____ (as may be amended from time to time, the "Agreement"), entered into effective as of the Commencement Date by and between the East Aldine Management District ("District"), and _____ ("Contractor"). This SOW is effective beginning on the Commencement Date and will remain in effect until the Completion Date, unless earlier terminated or extended, in accordance with the Agreement. Transactions performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW and the Agreement. Capitalized terms used but not defined in this SOW have the meanings set out in the Agreement.

I. Scope of Work. The Contractor shall perform the work further described in Exhibit A – Scope of Work.

II. Term and Work Schedule. The Contractor shall perform the Work described above in accordance with the following time schedule:

a. The term of this SOW is three (3) years. The Commencement Date is **01/01/2027** and the Completion Date is **12/31/2030**. Any extension of time shall not exceed two (2) years.

b. The Work shall commence on the Commencement Date and shall be completed on the Completion Date and occur at the frequencies specified in Exhibit A – Scope of Work.

III. Contractor's Fees; Payment Schedules. Contractor's Unit Prices and Fees are set forth in Exhibit A – Scope of Work Unit Price Schedule for Base Areas and Supplemental Areas.

a. The Unit Price Schedule for Base Areas and Supplemental Areas sets forth the Unit Prices for the base services and supplemental services provided by Contractor and related to services performed by the Contractor pursuant to this Agreement. Any new service or section not listed will be added with a change order based on unit cost. Additionally, the Unit Price Schedule for Base Areas and Supplemental Areas sets forth the fees to be paid to Contractor each month for services rendered pursuant to this Agreement, along with the overall annual cost for each service. The fees payable to Contractor for each month is proportional to the services scheduled and provided during that month, estimated supplemental service, and the equipment and crews. Any new section not listed will be added by a change order based on unit cost.

b. The East Aldine Management District is exempt from sales tax. Services shall be performed as scheduled in Exhibit A, and payment shall be based on the actual number of visits completed.

IV. Monthly Invoicing: The Contractor shall invoice the District on a monthly basis, in arrears, for Work provided in the previous month. All invoices issued by the Contractor must comply with Section 2 "Compensation" of the Agreement (including any subsections). The District shall pay the Contractor's invoices in accordance with Section 2 of the Agreement.

V. Names of Contractor Representatives.

a. The Contractor hereby appoints the below-named person as the Contractor's Principal Contact and Contract Manager with respect to the Work described in this SOW:

Name:_____

[CONTRACTOR'S CONTRACT MANAGER NAME]

Address:_____

[CONTRACTOR'S CONTRACT MANAGER ADDRESS]

Mobile Phone: _____

[CONTRACTOR'S CONTRACT MANAGER PHONE]

Email: _____

[CONTRACTOR'S CONTRACT MANAGER EMAIL]

b. The Contractor hereby initially appoints the below-named persons as the Contractor's Personnel with respect to the Work described in this SOW, list responsibility with each person named below:

i. _____
[CONTRACTOR'S PERSONNEL'S NAMES]

ii. _____
[CONTRACTOR'S PERSONNEL'S NAMES]

iii. _____
[CONTRACTOR'S PERSONNEL'S NAMES]

iv. _____
[ADD ADDITIONAL NAMES AS NECESSARY)

VI. CONTRACTOR QUALIFICATIONS

1. Contractor is to attach the following information**:**

   Financial Statements (Last 5 Years)

   Professional References (At Least 3 with Name, Phone Number and Email)

   Proof of Insurance (See Insurance Requirements Stipulated in the Agreement)

   Professional Certifications (Pest Control, Irrigation, Etc.)

Attachment A.1 – Scope of Work

Attachment A – Scope of Work

1. **The Work.** The Contractor shall perform the following Work:

This exhibit lists each type of area of maintenance under the Agreement. Attachment A sets forth the District's maintenance specifications, and Attachment B sets forth the specific areas and schedule within the District where specific services are to be performed by Contractor as set forth in the Agreement.

Contractor is responsible for understanding the scope and type of maintenance required at each location based on a site inspection.

1.1 **Mowing Type:**

1.1.1 **Non-enhanced Right of Way**

Contractor shall maintain grass at an approximate height of 2+/- inches, including areas between the street and sidewalk and extending up to 48 inches beyond the sidewalk or to the nearest utility pole, unless obstructed by existing landscaping. Contractor shall line trim around obstacles, edge along curbs and both sides of sidewalks, and blow all resulting debris clear of paved surfaces as necessary.

1.1.2 **Non-enhanced Medians**

Contractor shall maintain grass at an approximate height of 2+/- inches, including all turf areas within designated medians. Contractor shall line trim around trees, poles, and other obstacles, edge along curbs, and blow all resulting debris clear of paved surfaces as necessary.

1.1.3 **Unimproved Lots**

Contractor shall maintain at an approximate height of 2+/- inches throughout all designated unimproved lots. Contractor shall line trim around trees, poles, fences, and other obstacles, edge along curbs and sidewalks where present, and blow all resulting debris clear of paved surfaces as necessary.

1.2 **Right of Way Maintenance Specifications:**

1.2.1 In all areas grass clippings are not required to be bagged but they must be blown off drain or onto adjacent lots. Care must be taken to avoid hitting trees, damaging bark, and perennials/ground cover. Care must also be taken in mowing areas saturated with water to prevent rutting. Contractor will be liable for damage caused by mowing equipment.

1.2.2 All areas where turf and concrete meet must be neatly edged and blown at each visit.

1.2.3 All areas where the turf meets walls, fences, barricades, manholes, utility boxes, trees, landscaping beds, or other protrusions must be neatly trimmed at each visit. Line trimmers

may not be used adjacent to trees, perennials/ground cover, wood fences, and wood signs. Contractor will be liable for damage caused by trimming equipment.

1.2.4 Turf shall be mowed using a rotary mower at the height and frequency established in the Maintenance Schedule in Attachment B.

1.2.5 All trash and debris are to be removed from areas prior to mowing as shown in Attachment B. The District has a separate de-littering program provided by others that regularly disposes of trash and debris, which should substantially minimize the mentioned Contractor's trash and debris removal.

1.2.6 All weeds are to be eliminated and fire ant hills treated in esplanades at each scheduled maintenance visit.

Trees and Ground Cover.

1.2.7 Contractor shall perform safety pruning on trees overhanging walking trails, sidewalks, streets, parking lots, medians, and lots within the facilities per Attachment B.

1.2.8 Tree and ground cover growth found to be obstructing vehicular site lines shall be pruned on an as-needed basis and meet regulatory requirements. If vegetation cannot be maintained in a manner that provides safe sightline views for vehicular traffic a proposal shall be submitted for District approval to adjust the landscape planting as a supplemental service.

1.2.9 Crape Myrtles shall be pruned every February; light pruning to remove seed pods, cross branching, and sucker growth.

1.2.10 Trees shall be routinely assessed for decline and disease during the growing season when all leaves are present. Contractor shall prune all affected growth as needed. If the tree requires excessive pruning, notify the District and provide a proposal for approval to replace the tree as a supplemental service.

1.2.11 Leaning trees shall be straightened and re-staked as often as necessary to assure proper growth and establishment. Guy wires shall be adjusted to assure no girdling occurs on tree trunks. Guying and stakes shall be removed by Contractor immediately upon trees becoming rooted in. This shall begin to be assessed after one (1) full year from installation.

1.2.12 Tree rings for trees in turf areas shall be raked out to allow turf growth encroachment so that mulching is no longer required and the grade below the tree is flush with the surrounding turf. As turf begins to become established, Contractor shall begin to maintain the bare area of six (6) inches from the tree trunk continuously around the tree as a buffer

with herbicide, as needed, in order to avoid trimmer damage to tree trunks. This shall occur at the same time that tree stakes and guys wires are removed.

1.2.13 As often as needed, Contractor shall remove dead branches that may cause harm to persons or property. Notify the District and provide a proposal for approval to remove large dead branches as a supplemental service.

1.2.15 Contractor shall trim all ground cover as needed to limit vertical growth and to prevent lateral growth from spreading out of the bed and encroaching on adjacent sidewalks, curbs, or other areas.

1.2.16 Vine growth on any tree shall be trimmed at the base of the tree and treated with an appropriate herbicide immediately upon discovery.

Emergency Coverage

1.2.17 Contractor shall provide a phone number to the District at which responsible personnel can be contacted for emergency coverage 24 hours a day and 365 days a year.

1.2.18 Contractor must provide an on-site response to the District request for emergency service within four (4) hours.

Required Reporting

1.2.19 Contractor must present a monthly, written report summarizing all activities that occurred in the report month, which is consistent with the monthly invoice, and a monthly service “look-ahead” report due by the last Friday of the Month. The report must contain a list of the visit days and the services to be performed. In addition, the report must contain any recommendations for the District to consider and outstanding proposals awaiting authorization. This reporting shall utilize the District provided template and to be provided to the Contractor prior to the commencement of work.

General Conditions

1.2.20 Workers shall be uniformed, neat in appearance, fully clothed, and perform work in a professional manner. Uniforms shall display the company logo and name in a clear and legible manner across all crews. All Contractor vehicles shall be clearly identified.

1.2.21 Contractor shall be responsible for providing workers with any required PPE gear.

1.2.22 Workers shall be trained and competent in their assigned job functions.

1.2.23 Contractor shall maintain restroom facilities for workers. No employees are to use the outdoors as restroom facilities.

1.2.24 Contractor shall utilize temporary traffic cones on open roadways for worker and vehicle safety. Workers must exercise care and wear reflective vests when working in open roadways. Parking in active school zones is prohibited.

1.2.25 Except in emergency situations, traffic lanes must not be closed during rush hours periods and school zone periods (6:30 am to 8:45 am and 2:30 pm to 6:30 pm).

1.2.26 Regular maintenance may begin no earlier than 7:00 a.m. and must be complete by sundown. Except in unusual circumstances, regular maintenance must be done Monday through Friday. If a visit is missed due to inclement weather, it shall be made up as soon as possible; however, in no case should a visit be made in intervals less than 5 days. If prolonged inclement weather prevents the visit from being made up before the next scheduled visit, the District must be immediately notified. Missed visits can be made up during winter months as supplemental visits if approved by the District.

2. **Schedule.** The Contractor shall perform the Work described above in accordance with the following time schedule:

2.1. The Work shall commence on the Commencement Date and shall be completed on or before the Completion Date.

2.2. This exhibit provides a summary of maintenance responsibilities and frequencies. These frequencies are based on weekly or monthly visits. The specific responsibilities are described therein.

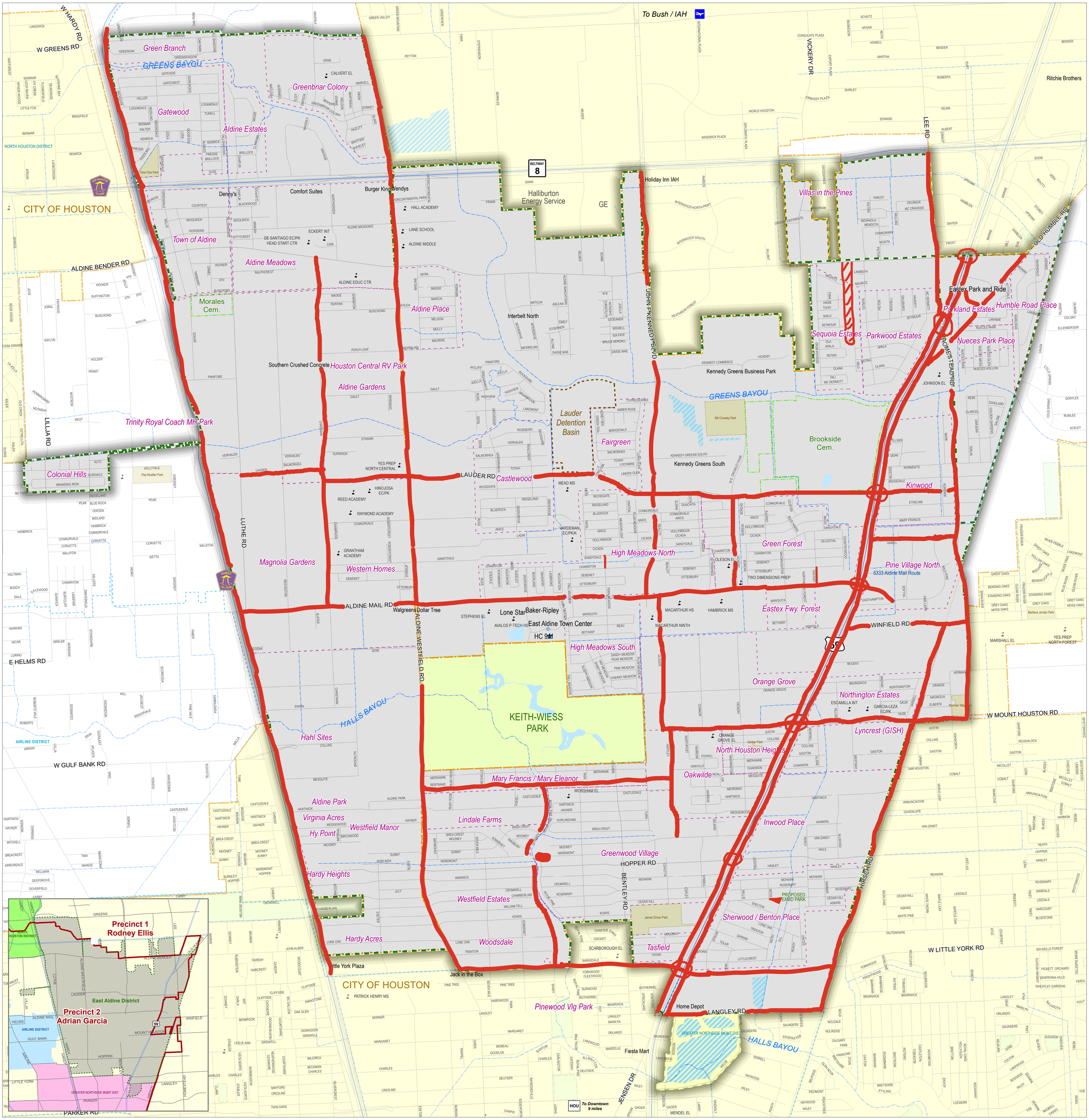
2.3. Maintenance Plan in Attachment B specifies the schedule of work proposed for each of the specific areas.

[Remainder of the page left intentionally blank.]

Attachment B.1 – Schedule & Maps

				NO. OF													Start Date	2027.01.01
FUNCTIONS																		
Customer: EAMD ROW																		EXTENDED
Provider: _____				TRIPS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TASK COST	TOTAL
MAIN DESCRIPTION: STREET/ ROAD	From	To	Description/ Side															
Eastex (Feeder)	Langley	Aldine Bender	Northbound/ Southbound sidewalk	20	1	1	2	2	2	2	2	2	2	2	1	1		
Aldine Westfield	Little York	Greens	Both + Median	20	1	1	2	2	2	2	2	2	2	2	1	1		
Little York	Hirsch	Aldine Westfield	Both + Median	20	1	1	2	2	2	2	2	2	2	2	1	1		
Aldine Mail Route	Hardy	Easthampton	Both + Median	20	1	1	2	2	2	2	2	2	2	2	1	1		
John F. Kennedy	Aldine Mail Route	Beltway	Both + Median	20	1	1	2	2	2	2	2	2	2	2	1	1		
Old Humble	Eastex	Aldine Bender	Both + Median	20	1	1	2	2	2	2	2	2	2	2	1	1		
Homestead	E. Mt. Houston	Eastex	Both + Median	20	1	1	2	2	2	2	2	2	2	2	1	1		
Aldine Bender	Hardy	Old Humble	Both	20	1	1	2	2	2	2	2	2	2	2	1	1		
Hardy	Little York	Greens	Eastside	20	1	1	2	2	2	2	2	2	2	2	1	1		
Hamill	Eastex Frwy	Homestead	Both	20	1	1	2	2	2	2	2	2	2	2	1	1		
Lauder	Homestead	Luthe	Both	20	1	1	2	2	2	2	2	2	2	2	1	1		
Gloger	Aldine Mail Route	E. Mt. Houston	Both	20	1	1	2	2	2	2	2	2	2	2	1	1		
Hartley	E. Mt. Houston	Mooney	Both	20	1	1	2	2	2	2	2	2	2	2	1	1		
Chrisman	Aldine Mail Route	Aldine Bender	Both	20	1	1	2	2	2	2	2	2	2	2	1	1		
E. Mt. Houston	Gloger	Homestead	Both	20	1	1	2	2	2	2	2	2	2	2	1	1		
Bertrand	Aldine Westfield	Hartley	Both	20	1	1	2	2	2	2	2	2	2	2	1	1		
Vickery	Aldine Mail Route	Lauder	Both	20	1	1	2	2	2	2	2	2	2	2	1	1		
Vickery	East Mt Houston	Wedgewood	Both	20	1	1	2	2	2	2	2	2	2	2	1	1		
Hirsch	Langley	Winfield	Both	20	1	1	2	2	2	2	2	2	2	2	1	1		
Winfield	Homestead	Eastex (Feeder)	Both	20	1	1	2	2	2	2	2	2	2	2	1	1		
Lee	Eastex	Beltway	Both	20	1	1	2	2	2	2	2	2	2	2	1	1		
Langley	Eastex	Hirsch	Both	20	1	1	2	2	2	2	2	2	2	2	1	1		
Shady Lane	Little York	Bertrand	Both	20	1	1	2	2	2	2	2	2	2	2	1	1		
Chateau	Old Humble	Eastex	Both + Median	20	1	1	2	2	2	2	2	2	2	2	1	1		
Cedar Hill Triangle	Keith	Cedar Hill Ct	park (lot)	20	1	1	2	2	2	2	2	2	2	2	1	1		
Fantasy	Aldine Mail Route	Otterbury	Eastside	20	1	1	2	2	2	2	2	2	2	2	1	1		
Recycling Center			Maintenance Lot	20	1	1	2	2	2	2	2	2	2	2	1	1		
Fern Meadow Bridge	Sandydale	Charriton	Both	20	1	1	2	2	2	2	2	2	2	2	1	1		
Seven Mile Rd	Little York	Breacrest	Both	20	1	1	2	2	2	2	2	2	2	2	1	1		
Exeter	Little York	Norlinda	Both	20	1	1	2	2	2	2	2	2	2	2	1	1		
East Hampton	Aldine Mail Route		Dead End	43	2	2	5	4	4	5	4	4	5	4	2	2		
Intersection	Eastex	Little York	All	43	2	2	5	4	4	5	4	4	5	4	2	2		
Intersection	Eastex	E. Mt. Houston	All	43	2	2	5	4	4	5	4	4	5	4	2	2		
Intersection	Eastex	Aldine Mail Route	All	43	2	2	5	4	4	5	4	4	5	4	2	2		
Intersection	Eastex	Lauder	All	43	2	2	5	4	4	5	4	4	5	4	2	2		
Intersection	Eastex	Hopper	All	43	2	2	5	4	4	5	4	4	5	4	2	2		
Intersection	Eastex	Lee	All	43	2	2	5	4	4	5	4	4	5	4	2	2		
Intersection	Eastex	Aldine Bender	All	43	2	2	5	4	4	5	4	4	5	4	2	2		
Intersection	Beltway 8	Aldine Westfield	All	43	2	2	5	4	4	5	4	4	5	4	2	2		
Intersection	Beltway 8	JFK	All	43	2	2	5	4	4	5	4	4	5	4	2	2		
Aldine Pines Ditch	Charrin	Greens Bayou	Map included	12	1	1	1	1	1	1	1	1	1	1	1	1		
East Mt Houston Ditch	Gloger	Keith-Wiess Park	Both	12	1	1	1	1	1	1	1	1	1	1	1	1		

Sub Total	$ -
Sales Tax 8.25%	$ -
Annual Investment w/o Tax	$ -
Monthly Investment w/o Tax	$ -



- District Boundary
- Houston City Limit
- Subdivision Boundary
- Public School
- District Office
- Sheriff Storefront
- Master Planned Park
- Cemetery
- County Park
- City Park
- Waterway
- Detention Basin
- Lake
- Railway
- Highway / Tollway
- Major Road / Blvd
- Local Road / Street

NORTH

0 0.5 1 Miles

Neighborhoods

1 Green Branch (NW)
2 Gatewood (NW)
3 Greenbriar Colony (NW)
4 Aldine Estates (NW)
5 Town of Aldine (NW)
6 Aldine Meadows (NW)
7 Aldine Place (NW)
8 Aldine Gardens (NW)
9 Sequoia Estates (NE)
10 Parkwood Estates (NE)
11 Magnolia Gardens (W)
12 Castlewood (C)
13 Fairgreen (C)
14 High Meadows North (C)
15 Green Forest (E)
16 Kinwood (E)
17 Pine Village North (E)
18 Northington Estates (E)
19 Eastex Fwy. Forest (SE)
20 Orange Grove (SE)
21 High Meadows South (C)
22 Oakwilde (SE)
23 North Houston Heights (SE)
24 Lyncrest / GISH (SE)
25 Inwood Place (SE)
26 Sherwood / Benton Place (SE)
27 Tasfield (SE)
28 Greenwood Village (S)
29 Westfield Estates (S)
30 Lindale Farms (S)
31 Mary Francis / Mary Eleanor (S)
32 Aldine Park (SW)
33 Colonial Hills (NW)

Harris County Commissioner
Precinct Boundary Nov. 2021
Aerial View, USDA NAIP 2020
HCAD July 2021

www.aldinedistrict.org
March 2022

EAST ALDINE DISTRICT

HOA Parcels to
Maintain Landscaping

ALDINE PINES SEC 1

A 30.2692 ACRE DEVELOPMENT IN THE
THOMAS NORMANTS SURVEY, ABSTRACT NO. 601
HARRIS COUNTY, TEXAS

185 LOTS 5 BLOCKS 12 RESERVES

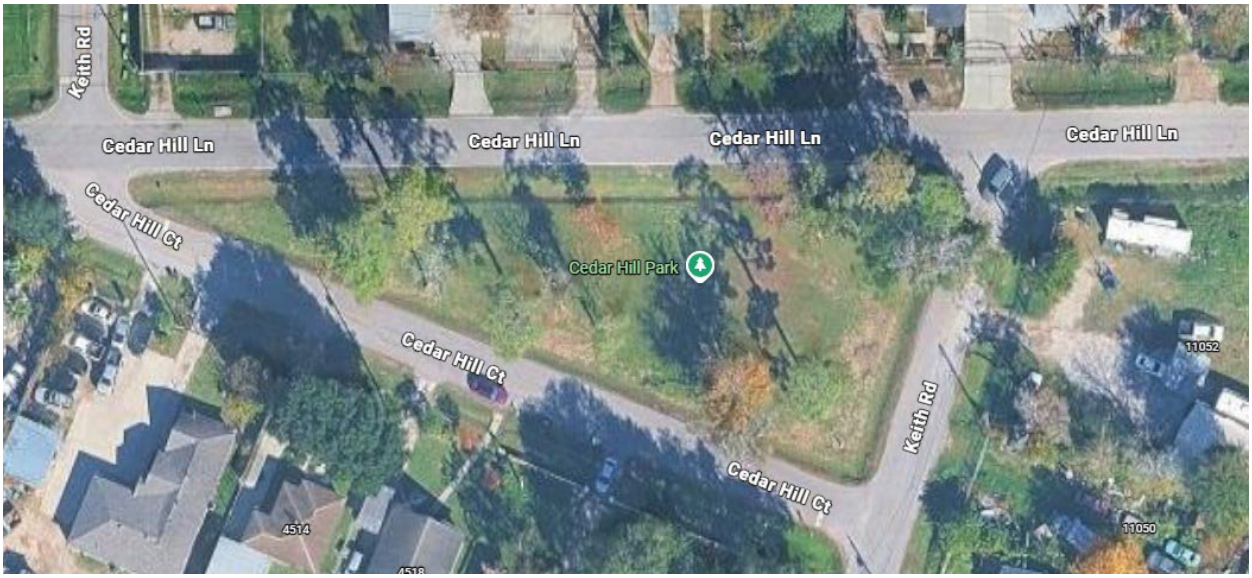
SCALE: 1"=60' DATE: FEBRUARY, 2022

OWNERS:
IDC RESIDENTIAL, LLC, a Texas limited liability company.
2425 FOUNTAINVIEW DRIVE, STE. 215
Houston, Texas 77057
(713) 787-9102

PREPARED BY:
BENCHMARK ENGINEERING CORPORATION
Consulting Engineers – Planners – Surveyors
2401 Fountainview Suite 500
Houston, Texas 77057 U.S.A.
(713)266-9030 Fax (713)266-3804
Texas Board of Professional Engineers
Registration Number F-6760
TBPLS Firm Registration Number 10009000

Gaston Lot

Cedar Hill Triangle Park



Recycling Center



Fern Meadow Bridge



Easthampton Dead End



Attachment A.2 – Scope of Work

Attachment A – Scope of Work

1. **The Work.** The Contractor shall perform the following Work:

This exhibit lists each type of area of maintenance under the Agreement. Attachment A sets forth the District's location where the Work will be performed, and Attachment B sets forth the specific areas and schedule within the District where specific services are to be performed by Contractor as set forth in the Agreement.

Contractor is responsible for understanding the scope and type of maintenance required at each location based on a site inspection.

1.1 **Litter Abatement Specifications:**

1.1.1 Litter, debris removal, bandit sign collection and porter services to the East Aldine District Town Center will be provided according to Attachment A – Scope of Work and Attachment B – The Schedule.

1.1.2 Clean-up of illegal dumpsites will be considered an additional service as this type of project may require disposal fee at the landfill as well as requiring the crew to work outside of their normal working hours.

1.1.2 Litter collection and debris removal is to be done on specified public right-of-way (ROW) and medians of thoroughfares within the District boundaries. The ROW includes all areas setback either 10' from the curb (or edge of street) or 3' from the outer edge of an existing sidewalk or pedestrian pathway.

1.1.3 Bandit signs on public ROW will be collected and disposed of legally at approved drop of locations paid by the Contractor.

1.1.4 Contractor shall coordinate with the Harris County Sheriff's Office (HCSO) to provide cleanup support for homeless encampments, illegal dumping sites, and other special projects as requested by the District. Services shall include the removal and proper disposal of trash, debris, abandoned materials, and other waste from designated areas.

1.1.5 Contractor shall provide porter services to assist District staff with office preparations for meetings, event setup, and post-event cleanup as requested by the District. Services shall include arranging tables, chairs, and other equipment, preparing designated areas for meetings and events, and assisting with the removal of trash, debris, and event materials.

Emergency Coverage

1.1.6 Contractor shall provide a phone number to the District at which responsible personnel can be contacted for emergency coverage 24 hours a day and 365 days a year.

1.1.7 Contractor must provide an on-site response to the District request for emergency service within four (4) hours. For irrigation problems resulting in continuously running water, Contractor may shut off the water and perform the repair on the next business day.

Required Reporting

1.1.8 Contractor must present a monthly, written report summarizing all activities that occurred in the report month, which is consistent with the monthly invoice, and a monthly service "look-ahead" report due by the last Friday of the Month. The report must contain a list of the visit days and the services to be performed. In addition, the report must contain any recommendations for the District to consider and outstanding proposals awaiting authorization. This reporting shall utilize the District provided template and to be provided to the Contractor prior to the commencement of work.

General Conditions

1.1.9 Workers shall be uniformed, neat in appearance, fully clothed, and perform work in a professional manner. Uniforms shall display the company logo and name in a clear and legible manner across all crews. All Contractor vehicles shall be clearly identified.

1.1.10 Contractor shall be responsible for providing workers with any required PPE gear.

1.1.11 Workers shall be trained and competent in their assigned job functions.

1.1.12 Contractor shall maintain restroom facilities for workers. No employees are to use the outdoors as restroom facilities.

1.1.13 Contractor shall utilize temporary traffic cones on open roadways for worker and vehicle safety. Workers must exercise care and wear reflective vests when working in open roadways. Parking in active school zones is prohibited.

1.1.14 Except in emergency situations, traffic lanes must not be closed during rush hours periods and school zone periods (6:30 am to 8:45 am and 2:30 pm to 6:30 pm).

1.1.15 Regular maintenance may begin no earlier than 7:00 a.m. and must be complete by sundown. Except in unusual circumstances, regular maintenance must be done Monday through Friday. If a visit is missed due to inclement weather, it shall be made up as soon as possible; however, in no case should a visit be made in intervals less than 5 days. If prolonged inclement weather prevents the visit from being made up before the next

scheduled visit, the District must be immediately notified. Missed visits can be made up during winter months as supplemental visits if approved by the District.

2. **Schedule.** The Contractor shall perform the Work described above in accordance with the following time schedule:

2.1. The Work shall commence on the Commencement Date and shall be completed on or before the Completion Date.

2.2. This exhibit provides a summary of maintenance responsibilities and frequencies. These frequencies are based on weekly or monthly visits. The specific responsibilities are described therein.

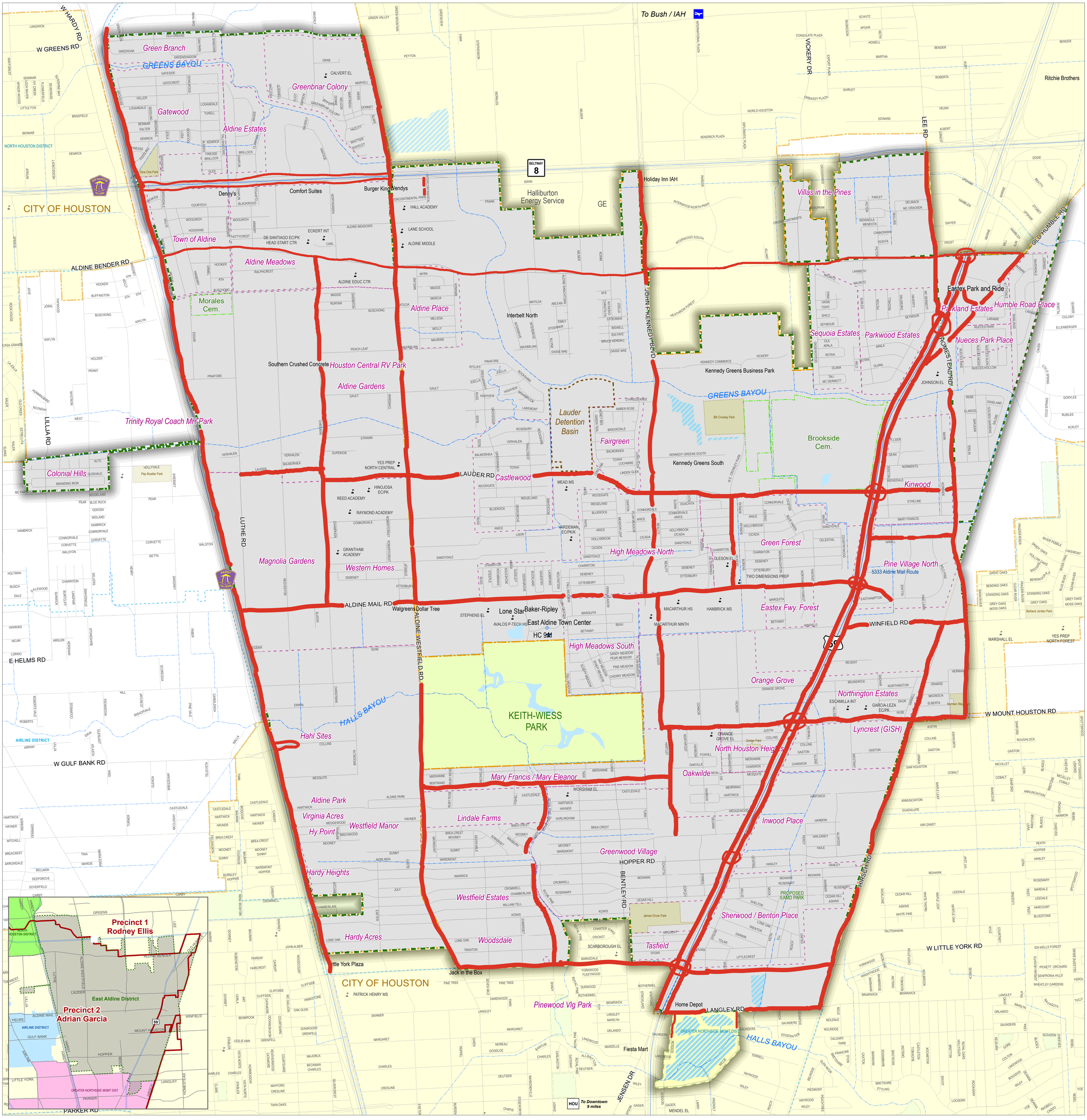
2.3. Maintenance Plan in Attachment B specifies the schedule of work proposed for each of the specific areas.

[Remainder of the page left intentionally blank.]

Attachment B.2 – Schedule & Maps

				NO. OF													Start Date	2027.01.01
FUNCTIONS																		
Customer: EAMD LITTER ABATEMENT																		EXTENDED
Provider: _____				TRIPS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TASK COST	TOTAL
MAIN DESCRIPTION: STREET/ ROAD	From	To	Description/ Side															
Eastex (Feeder)	Langley	Aldine Bender	sidewalk	51	4	4	5	4	4	5	4	4	5	4	4	4		
Aldine Westfield	Little York	Greens	Both + Median	51	4	4	5	4	4	5	4	4	5	4	4	4		
Little York	Hirsch	Aldine Westfield	Both + Median	51	4	4	5	4	4	5	4	4	5	4	4	4		
Aldine Mail Route	Hardy	Easthampton	Both + Median	51	4	4	5	4	4	5	4	4	5	4	4	4		
John F. Kennedy	Aldine Mail Route	Beltway	Both + Median	51	4	4	5	4	4	5	4	4	5	4	4	4		
Old Humble	Eastex	Aldine Bender	Both + Median	24	2	2	2	2	2	2	2	2	2	2	2	2		
Homestead	E. Mt. Houston	Eastex	Both + Median	24	2	2	2	2	2	2	2	2	2	2	2	2		
Aldine Bender	Hardy	Old Humble	Both	24	2	2	2	2	2	2	2	2	2	2	2	2		
Beltway 8	Hardy	Aldine Westfield	Both	24	2	2	2	2	2	2	2	2	2	2	2	2		
Dodson	Langley	Saunders	Both	24	2	2	2	2	2	2	2	2	2	2	2	2		
Willie	Langley		Both, 1 Block S of Langley	24	2	2	2	2	2	2	2	2	2	2	2	2		
Hardy	Little York	Greens	Eastside	24	2	2	2	2	2	2	2	2	2	2	2	2		
Hamill	Eastex Frwy	Homestead	Both	24	2	2	2	2	2	2	2	2	2	2	2	2		
Lauder	Homestead	Luthe	Both	24	2	2	2	2	2	2	2	2	2	2	2	2		
Gloger	Aldine Mail Route	E. Mt. Houston	Both	24	2	2	2	2	2	2	2	2	2	2	2	2		
Hartley	E. Mt. Houston	Mooney	Both	24	2	2	2	2	2	2	2	2	2	2	2	2		
Chrisman	Aldine Mail Route	Aldine Bender	Both	24	2	2	2	2	2	2	2	2	2	2	2	2		
E. Mt. Houston	Gloger	Homestead	Both	24	2	2	2	2	2	2	2	2	2	2	2	2		
Bertrand	Aldine Westfield	Hartley	Both	24	2	2	2	2	2	2	2	2	2	2	2	2		
Vickery	Aldine Mail Route	Lauder	Both	24	2	2	2	2	2	2	2	2	2	2	2	2		
Hirsch	Langley	Winfield	Both	24	2	2	2	2	2	2	2	2	2	2	2	2		
Winfield	Homestead	Eastex (Feeder)	Both	24	2	2	2	2	2	2	2	2	2	2	2	2		
Lee	Eastex	Beltway	Both	24	2	2	2	2	2	2	2	2	2	2	2	2		
Langley	Eastex	Hirsch	Both	24	2	2	2	2	2	2	2	2	2	2	2	2		
Shady Lane	Little York	Bertrand	Both	24	2	2	2	2	2	2	2	2	2	2	2	2		
Chateau	Old Humble	Eastex	Both + Median	24	2	2	2	2	2	2	2	2	2	2	2	2		
Intercontinental Place	Intercontinental Park Blvd	Beltway 8	2 esplanades	24	2	2	2	2	2	2	2	2	2	2	2	2		
Gulfbank	Hardy	Collins	Both + Median	24	2	2	2	2	2	2	2	2	2	2	2	2		
Intersection	Eastex	Little York	All	51	4	4	5	4	4	5	4	4	5	4	4	4		
Intersection	Eastex	E. Mt. Houston	All	51	4	4	5	4	4	5	4	4	5	4	4	4		
Intersection	Eastex	Aldine Mail Route	All	51	4	4	5	4	4	5	4	4	5	4	4	4		
Intersection	Eastex	Lauder	All	51	4	4	5	4	4	5	4	4	5	4	4	4		
Intersection	Eastex	Hopper	All	51	4	4	5	4	4	5	4	4	5	4	4	4		
Intersection	Eastex	Lee	All	51	4	4	5	4	4	5	4	4	5	4	4	4		
Intersection	Eastex	Aldine Bender	All	51	4	4	5	4	4	5	4	4	5	4	4	4		
Intersection	Beltway 8	Aldine Westfield	All	51	4	4	5	4	4	5	4	4	5	4	4	4		
Intersection	Beltway 8	JFK	All	51	4	4	5	4	4	5	4	4	5	4	4	4		

Sub Total	$ -
Sales Tax 8.25%	$ -
Annual Investment w/o Tax	$ -
Monthly Investment w/o Tax	$ -


To Bush / IAH
W HARDY RD
W GREENS RD
Green Branch
GREENS BAYOU
Greenbriar Colony
Gatewood
Aldine Estates
NORTH HOUSTON DISTRICT
CITY OF HOUSTON
Denny's
Comfort Suites
Burger King
Wendy's
BELTWAY 8
Halliburton Energy Service
GE
Holiday Inn IAH
Villas in the Pines
Ritchie Brothers
VICKERY DR
LEE RD
OLD HUMBLE RD
Town of Aldine
ALDINE BENDER RD
Aldine Meadows
Morales Cem.
ALDINE EDUC CTR
Aldine Place
Interbelt North
JOHN F KENNEDY BLVD
Eastex Park and Ride
Parkland Estates
Humble Road Place
Sequoia Estates
Parkwood Estates
Nueces Park Place
HOMESTEAD RD
Southern Crushed Concrete
Houston Central RV Park
Aldine Gardens
Lauder Detention Basin
Kennedy Greens Business Park
Kennedy Greens South
Brookside Cem.
Trinity Royal Coach MH Park
LILLJA RD
LAUDER RD
Castlewood
Fairgreen
Kinwood
Colonial Hills
LUTHE RD
Magnolia Gardens
Western Homes
Green Forest
High Meadows North
Pine Village North
5333 Aldine Mail Route
ALDINE MAIL RD
Walgreens
Dollar Tree
Lone Star Baker-Ripley
East Aldine Town Center
HC 911
ALDINE-WESTFIELD RD
High Meadows South
Eastex Fwy. Forest
WINFIELD RD
E HELMS RD
KEITH-WIESS PARK
HALLS BAYOU
Orange Grove
Northington Estates
W MOUNT HOUSTON RD
Hahl Sites
Lyncrest (GISH)
W GULF BANK RD
Mary Francis / Mary Eleanor
Oakwilde
North Houston Heights
Aldine Park
Virginia Acres
Hy Point
Westfield Manor
Lindale Farms
Inwood Place
Greenwood Village
HOPPER RD
BENTLEY RD
HIRSCH RD
Hardy Heights
Westfield Estates
Hardy Acres
Woodsdale
Tasfield
Sherwood / Benton Place
PROPOSED EAMD PARK
Pinewood Vlg Park
Home Depot
LANGLEY RD
Fiesta Mart
GREATER NORTHSIDE MGMT DIST
JENSEN DR
To Downtown 9 miles
W LITTLE YORK RD
Little York Plaza
Jack in the Box
PARKER RD
Precinct 1
Rodney Ellis
Precinct 2
Adrian Garcia
East Aldine District
AIRLINE DISTRICT
GULF BANK
LITTLE YORK
HOMESTEAD
LANGLEY
HOPPER
MOUNT HOUSTON
WINFIELD
ALDINE MAIL
HELMS
LAUDER
ALDINE BENDER
LUTHE
ALDINE WESTFIELD
GREENS
NORTH HOUSTON DISTRICT
PARKER
59
610
HOU
ALDINE ISD
LANGWICK
GREENOAK
OLD GREENS
GREENSHADOW
GATESIDE
GATECREST
VELLER
LOGANDALE
TUNELL
BENMAR
SALTER
KENRICK
FINESSE
BRILLOCK
GLEE
DEERDALE
Dow One Park
BRADFIELD
ATRIUM
SPENCE
BEEKER
COURTESY
WOOLWICH
HODGKINS
KITTYCREST
DE SANTIAGO EC/PK
HEAD START CTR
ECKERT INT
CARL
HOOKER
BUSCHONG
RALPHCREST
MADGE
RUNYAN
SHERYDON
MYRA
MARCIA
MELISSA
MOLLY
MAURINE
MAXIMILIAN
ATILDA
ALDINE RANCHTOWN
ABLEAN
EMILY
STOERNER
DAISIE MAE
BISWELL
IDA FAYE
BRUCE KENDALL
M B
CHRISTINA
ORELIA
MATILDA
INTERDRIVE
INTERBRIVE
ALTHE
PEACH LEAF
PINAFORE
GAULT
AYCLIFF
JUELLA
ROCKSHIRE
HIGHVIEW
BRIARBROOK
LAKEMONT
ROSS
GROVESIDE
GREENBRANCH
ROSEBURY
STRAWN
VERHALEN
SUPERIOR
BALMORHEA
TRAILCREST
TOYAH
LOCHMIRE
LINDEN GLEN
LONG GLEN
LONE BEE
GREEN TEAL
CYPRESS KNEE
AMBER ROSE
BRIDGEDALE
YES PREP NORTH CENTRAL
REED ACADEMY
HINOJOSA EC/PK
RAYMOND ACADEMY
GRANTHAM ACADEMY
MEAD MS
VARDEMAN EC/PK/K
OLESON EL
TWO DIMENSIONS PREP
MACARTHUR HS
HAMBRICK MS
MACARTHUR NINTH
STEPHENS EL
AVALOS P-TECH HS
WORSHAM EL
JOHNSON EL
ORANGE GROVE EL
ESCAMILLA INT
GARCIA-LEZA EC/PK
MARSHALL EL
YES PREP NORTH FOREST
SCARBOROUGH EL
PATRICK HENRY MS
MENDEL EL
HALL ACADEMY
LANE SCHOOL
ALDINE MIDDLE
Bill Crowley Park
James Driver Park
Barbara Jordan Park
Gerber Park
Norman Wayne Park
PROPOSED EAMD PARK
GREENWAY PLAZA
WORLD HOUSTON
KENDRICK PLAZA
EDWARD
ALBERT
EDDIE
VERA
BEATTY
MARLENE
STOREY
HAMBLEN
UPSHAW
DWYER
FROST
MULLINS
DELMACK
MC CRACKEN
FARLEY
PICTON
INDIANOLA
MENDOTA
CANNONWAY
VICKITA
LANIBETH
MAURITZ
MCCRITZ
HAVERTY
MC DERMOTT
SEYMOUR
LARAMIE
RAWLINGS
NUECES PARK
NUECES LAKE
NUECES MOSS
NUECES GLEN
NUECES HOLLOW
RAVENDALE
ALDRICH
PILGRIM
COLONY
ELLENBERGER
CAVEN
DORYLEE
RUBILEE
ACKLEY
COLD SPRING
DIXIELAND
GOLDEN GARDENS
CLARCEL
REBE
BENDER
MARTHA
SHIRLEY
ROBERTA
VELMA
ALLISIDE
DEAN
NORMENTS
RIDGEDALE
ETHELINE
MARY FRANCIS
KORBNER
KURT
MARK
TERLIN
CONSULATE PLAZA
EXPORT PLAZA
EMBASSY PLAZA
INTERNATIONAL PLAZA
SCHUTZ
APGAR
KEITH
HOWELL
MUSKEGON
PARDEE
CROSSWINDS
INTERWOOD NORTH PKWY
INTERWOOD SOUTH
CROSS CONTINENTS
AEROPARK
ALLANT
HEATHROW FOREST
MILNER
KORNY
FRANK
INTERCONTINENTAL PARK
PEYTON
GREEN VALLEY
GREEN MOUNTAIN
GREENVIEW
FAIR
STEPHENSON
MORALES
WAVERLY
OAK PARK
GREENOAK
GREENSHADOW
OAK PARK SHADOWS
TALL SHADOWS
GRAB
MARVELL
AIKEN
DONNET
BLAKE
MARTINEAU
DONNE
WELDON
JEFFERSON
GREENBRIAR COLONY
ELOT
EMERSON
QUERNEL
MAGESH
MASSIE
HAZLITT
WHITTIER
SHIVELEY
VANTAGE
CLAWSON
CHAPLIN
ALONZO
GLENDALE
SEEDING
GREENDALE
LEDLA
LOSA
DOCKTOR
BLACKWOOD
CLAPPOOL
NORTHGREEN
WILLIS
SLATER
ORIEL
YARBERRY
ARMORY
TALLSHADOWS
SHADOWLAKE
WOODWICH
4TH
5TH
HOLLY
BEVERLY
JOVE
JOBAL
FAYWOOD
ROCK HOUSE
BUFFINGTON
KAYLYN
EDGAR
HOLDER
PENNY
CASA GRANDE
LA LOMA
KALER
ELMIS
ESTRELITA
HUMMINGBIRD
NOONDAY
OLD CREEK
NYSTROM
WEST
WAYFOREST
SEMINAR
IVY CREEK
LOCH RAVEN
MYNOR WOODS
FLOWERFIELD
DEWGRASS
SUNSHINE BAY
LITTLE FOX
ATLANTA
ATLASTA
GLENLAST
ERIA
AIRWAY
ROBERTS
ROBERTS VALE
BISHOPVALE
HILL
SCOREGA
SCREGEA
ISOM
ERWIN
CHRISTIAN
PINE VALE
CARLENDA
WOODCOVE
SNOWDOWN
DOBBRIDGE
LAWSBRIDGE
AMSLER
KERSHAW
STONESHIRE
FABER
NICAR
LORINO
HAWKINS
BUSCH
DALE
DALEWOOD
CHARRITON
BURTCLIFF
LANDFAIR
SUNWICK
SHERWICK
SELLERS
HENRY
SWEENEY
HOLTMAN
TOMWEST
HAMBRICK
CONNORVALE
CORVETTE
WALSTON
ISETTA
ODESSA
MIDLAND
BLUE ROCK
RIDGELAND
PEAR
ALTO
GLENVALE
BRANDING IRON
MC FARLAND
HOLLYVALE
Pep Mueller Park
TRINITY
TINA
MARGIE
BREACREST
ARROWDALE
BELLMAR
DEEPGROVE
DOVERFIELD
CARBY
HARDY
HARBOR
NORTH HOUSTON DISTRICT
GREENS
LEE
OLD HUMBLE
MARINE
DOWNEY
BAUMAN
RUBENSTEN
FAIRDAY
FAIRCREST
CARDIFF
WOODCOURT
JOHN ALBER
CLIFFSIDE
CARA
ART
MC GALLON
PARKSTONE
OAK GLEN
BENBROOK
CATAMORE
COURTSHIRE
HEATHERWOOD
GRENFELL
DUNWOODY
LESLIE ANN
STRABLER
VISTA NORTE
NORMEADOW
MAJORCA
BECKMAN
CHARLES
MAYFORD
CRESLINE
TWIN OAKS
CLARK
SILVERCREST
HARWICK
HAVNER
WERNER
TERRANO
MITCHELL
TURNER
MCCLOSKY
CASTLEDALE
ROUTING
CAROLINE
CAMPBELL
BRIARCREST
FOXRIDGE
BURNLEY
HOPPER
CROMWELL
WINFREY
RUBENSTEIN
WARDMONT
SUNNY
NORLINDA
ALBERT
JULY
WARWICK
KITCHENS
CHAMBERLAIN
LONE OAK
TRENTON
WOODGATE
RIDGELAND
BLUEROCK
DEERGROVE
RISS
ANICE
LADIN
PATEL
DAYTON
PLUM MEADOW
MEADOW LEAF
REALTY
CONNORDALE
HOLLYBROOK
CICADA
SANDYDALE
CHARRITON
DEBENEY
OTTERBURY
FALL MEADOW
SLEEPY MEADOW
SHADY MEADOW
VAN MEADOW
SANDY MEADOW
PEAR MEADOW
PINE MEADOW
CHERRY MEADOW
FERN MEADOW
DEERFIELD
DEERMONT
DEERMEAD
DEERWOOD
DEERBERRY
DEERSETTE
SWIRLWOOD
SUDSLEY
BUCKLAND
DAVENTRY
LABROOKE
KILLINGTON
FALL MEADOW
RUSS
STEEPLE
HARGA
SHOREHAM
ROBERTSTREET
CHAMPION
RIDGEBROOK
ROSEHAVEN
DAKOTA
OUACHITA
CONNORVALE
ANICE
CICADA
HOLLYBROOK
SANDYDALE
CHARRITON
DEBENEY
OTTERBURY
EASTBROOK
SHERICE
CICERO
BLUE HAVEN
MAGIC
SANDYDALE
CELESTIAL
COUNTRYWOOD
CROSSWOOD
CHARRITON
MAGNOLIA TON
VICKERY
ROBERN
DETERMINED
REALTY
OLD FOREST
NORTH
FANTASY
MARQUITA
BETHANY
WINFIELD
EASTHAMPTON
VALE
PINE LAWN
YALE PINE
REGENT
BRUNSWICK
NORTHINGTON
ORANGE
MAGNOLIA
ELBERTA
DAUN
HUSE
SUCHAR
HILLSIDE
ESCAMILLA
GARCIA-LEZA
CONNOR
VICKERY
HARTLEY
NORTHPOST
HARROW
FOXHILL
OAKVILLE
MONTGOR
MERRIMAC
HARTWICK
WEDGEWOOD
HARMON
VAN ZANDT
ALMWOOD
PERCY
HAILE
CENTRAL
HANLEY
MOHAWK
ROSEMARY
CEDAR HILL
ASKINS
WHITE PINE
WHITE THORN
MAPLE LEAF
MYRTLE OAK
LEEDALE
HARCOURT
BLUESTONE
TAUTENHAHN
WILLIE
SHELTON
LONE OAK
TRENTON
DARWIN
KEITH
ELI
PEACH
UNITED
TOLAR
BRIGHAM
VIVIAN
LITTLECREST
TIMBERLAKE
BARKSDALE
YORKWOOD
FLEETWOOD
DURWOOD
ROTHERMEL
SEVEN MILE
PINE TREE
SHADY
ROYAL PINE
STRICKLAND
STRATFORD
ROY
BRIARWICK
LANGLEY
MARILYN
ORLANDO
SAUNDERS
LAKEWOOD
MARZELLE
BANTUM
CHARLES
CARLINGTON
GATEWAY
ROYAL PINE
DEUTSER
ALLBRITON
RAYMONDVILLE
DEUTSER
CRESLINE
EDGEWORTH
SHADY
BURDEN
EXETER
CHAPIS
GAGER
DORSON
LARRY
FRIENDLY
PECH
WILEY
HAYWOOD
PIEDMONT
PEACHTREE
LOCKERN
EDWOY
BRETSHIRE
STYLING
GLEN NOOK
BEEBRIDGE
BRETTON
ROYAL OAKS
HOLLYGLEN
CASTLETON
MOSSROCK
MOSSLAKE
MOSSOAK
BARNHAM
BARNBRIDGE
BRIARWICK
YORKWOOD
KNOLLCROFT
WICKLOWE
CASTLETON
WOODBROOK
SHERIDAN
JORDAN
SENFRONIA HILLS
PICKETT ORCHARD
WHEATLEY GARDENS
IDA WELLS FOREST
BRIARBLUFF
TULLY
MAYASOTA
ORLANDO
SAUNDERS
LERA
GLEASON
KELBURN
GORE
COLTON
LAKEWOOD
BOGGESS
SEAMAN
WILEY
REBEL
CHEEVES
BLADES
YOE
TREANNA
RHOBELL
CADDO
SPOTSWOOD
DANFORD
ROUGHLOCK
GASTON
SAM HOUSTON
COBALT
MICOLLET
ANNUNCIATION
GUADALUPE
VAN ZANDT
HEATH
HOPPER
HANLEY
LEDALE
HARCOURT
BLUESTONE
ROSEMARY
MARDALE
LUCERNE
LEERA
LERA
COURTNEY
KYLE
KORBNER
ETHELINE
MARY FRANCIS
RIDGEDALE
RIDGELAND
BLUEROCK
DEERGROVE
RISS
ANICE
LADIN
PATEL
DAYTON
PLUM MEADOW
MEADOW LEAF
REALTY
CONNORDALE
HOLLYBROOK
CICADA
SANDYDALE
CHARRITON
DEBENEY
OTTERBURY
FALL MEADOW
SLEEPY MEADOW
SHADY MEADOW
VAN MEADOW
SANDY MEADOW
PEAR MEADOW
PINE MEADOW
CHERRY MEADOW
FERN MEADOW
DEERFIELD
DEERMONT
DEERMEAD
DEERWOOD
DEERBERRY
DEERSETTE
SWIRLWOOD
SUDSLEY
BUCKLAND
DAVENTRY
LABROOKE
KILLINGTON
FALL MEADOW
RUSS
STEEPLE
HARGA
SHOREHAM
ROBERTSTREET
CHAMPION
RIDGEBROOK
ROSEHAVEN
DAKOTA
OUACHITA
CONNORVALE
ANICE
CICADA
HOLLYBROOK
SANDYDALE
CHARRITON
DEBENEY
OTTERBURY
EASTBROOK
SHERICE
CICERO
BLUE HAVEN
MAGIC
SANDYDALE
CELESTIAL
COUNTRYWOOD
CROSSWOOD
CHARRITON
MAGNOLIA TON
VICKERY
ROBERN
DETERMINED
REALTY
OLD FOREST
NORTH
FANTASY
MARQUITA
BETHANY
WINFIELD
EASTHAMPTON
VALE
PINE LAWN
YALE PINE
REGENT
BRUNSWICK
NORTHINGTON
ORANGE
MAGNOLIA
ELBERTA
DAUN
HUSE
SUCHAR
HILLSIDE
ESCAMILLA
GARCIA-LEZA
CONNOR
VICKERY
HARTLEY
NORTHPOST
HARROW
FOXHILL
OAKVILLE
MONTGOR
MERRIMAC
HARTWICK
WEDGEWOOD
HARMON
VAN ZANDT
ALMWOOD
PERCY
HAILE
CENTRAL
HANLEY
MOHAWK
ROSEMARY
CEDAR HILL
ASKINS
WHITE PINE
WHITE THORN
MAPLE LEAF
MYRTLE OAK
LEEDALE
HARCOURT
BLUESTONE
TAUTENHAHN
WILLIE
SHELTON
LONE OAK
TRENTON
DARWIN
KEITH
ELI
PEACH
UNITED
TOLAR
BRIGHAM
VIVIAN
LITTLECREST
TIMBERLAKE
BARKSDALE
YORKWOOD
FLEETWOOD
DURWOOD
ROTHERMEL
SEVEN MILE
PINE TREE
SHADY
ROYAL PINE
STRICKLAND
STRATFORD
ROY
BRIARWICK
LANGLEY
MARILYN
ORLANDO
SAUNDERS
LAKEWOOD
MARZELLE
BANTUM
CHARLES
CARLINGTON
GATEWAY
ROYAL PINE
DEUTSER
ALLBRITON
RAYMONDVILLE
DEUTSER
CRESLINE
EDGEWORTH
SHADY
BURDEN
EXETER
CHAPIS
GAGER
DORSON
LARRY
FRIENDLY
PECH
WILEY
HAYWOOD
PIEDMONT
PEACHTREE
LOCKERN
EDWOY

Intercontinental Park Place



Gulf Bank at Collins



Attachment A.3 – Scope of Work

Attachment A – Scope of Work

1. **The Work.** The Contractor shall perform the following Work:

This exhibit lists each type of area of maintenance under the Agreement. Attachment A sets forth the District's maintenance specifications, and Attachment B sets forth the specific areas and schedule within the District where specific services are to be performed by Contractor as set forth in the Agreement.

Contractor is responsible for understanding the scope and type of maintenance required at each location based on a site inspection.

1.1 **Turf Specifications:**

1.1.1 **Mowing, Line Trimming and Edging**

The turf will be maintained at an approximate height of 2+/- inches for Bermuda grass. Turf growing next to obstacles such as trees, poles, fences and the like will be line trimmed. The turf will be edged along sidewalks and curbs. The debris will be blow clean as reasonably necessary.

1.1.2 **Insect and Disease Control Application(s)**

The turf can be treated to control insects and disease for an additional investment as approved.

1.1.3 **Weed Control Application(s)**

A pre-emergent herbicide will be blanket applied to the turf in late winter and again in fall to control weed seed germination. During each pre-emergent application broadleaf weeds will be spot post-emergent treated. The turf will be treated in spring to control broadleaf weeds with a post-emergent herbicide. In summer weeds can be post-emergent controlled for an additional investment as approved.

1.1.4 **Fertilizing**

A complete fertilizer containing a balanced ratio of **N.P.K.** at a minimum rate of one (1) pound of actual nitrogen per 1,000 square feet will be applied to the turf per application (approx. April, June and September depending on variations in weather conditions).

1.2 **Small and Evergreen Trees:**

1.2.1 **Pruning**

Plant material will be pruned as is reasonable to keep the plant within its contained growing area. Plants will be pruned or sheared a minimum of once a year. Trees that are along the

sidewalks, streets and parking lots should be pruned back to ensure clearance from pedestrians and cars as needed. Tree canopy height will be maintained at approximately 8'-10' height above the ground plane and vertical trimming is limited to approximately 12'-14' above ground plane. Suckers will be pruned off the lower part of all trees as needed. Crape Myrtles will be selectively trimmed in February removing crossing branches, suckers and lowing hanging branches to promote horticultural practices recommended *By Dr. William C. Welch, Professor and Landscape Horticulturist Texas A&M University, College Station, Texas, May 2013*.

1.2.2 **Insect and Disease(s)**

The plant material can be treated to control insects and disease for an additional investment as approved. Common applications include treating Crape Myrtles for aphids, white fly or powdery mildew, and treating Magnolias, Blueberry or Hollies for aphids, scale or white fly. Control is limited to approximately 10' high.

1.2.3 **Fertilizing**

Trees can be granular or deep root fertilized with a complete fertilizer for an additional investment as approved.

1.3 **Shrubs and Ground Cover**

1.3.1 **Pruning**

Plant material will be pruned in a natural appearance or it will be trimmed or sheared as necessary to maintain a manicured look in accordance with standard local practices of plant species. Dwarf hedges and shrubs (i.e. boxwood, yaupon) will be sheared when new growth reaches one to three inches. Standard hedges and shrubs (i.e. wax leaf ligustrum, burford holly) will be trimmed regularly; when new growth reaches two to six inches, the plant will be sheared. In practice, the number of clippings should average six to twelve per year depending on weather and growing conditions. Hedges should not be pruned with sides that angle in toward the base, but instead with sides that are perpendicular or angle away from the base. Major hard pruning and cutbacks are not included as part of the work scope and available for an additional investment as approved. Seasonal pruning of plants such as azaleas, roses, lantana, ornamental grasses, etc. are included.

1.3.2 **Insect and Disease**

The plant varieties will be treated to control insects and disease, (approx. March, June and October depending on variations in weather conditions). Control is limited to approximately 8' high.

1.3.3 **Weed Control**

Flowerbeds, planter boxes, ground cover beds, exposed soil under hedges, are to be weeded as necessary to maintain a near weed-free landscape.

1.3.4 **Fertilizing**

A complete fertilizer containing a balanced ratio of **N.P.K.** at a rate of one (1) pound of actual nitrogen per 1,000 square feet will be applied and azaleas, roses and other acid loving plants will be fertilized with a plant specific fertilizer ratio to keep them in a state of good health and vigor (approx. March, June and October depending on annual variations in weather conditions).

1.4 **Clean Up, Bandit Signs and Trash**

The Contractor is responsible for clean-up and removal of plant materials, loose debris and bandit signs immediately following its scheduled visit. These items are to be disposed of legally as outlined by local codes and regulations. This will include signs posted on street signs, stop signs, easements, light/electrical poles and perimeter fence that do not exceed 8' in height. Political and Owner placed signs will not be removed. The removal and disposal of dumped debris, limbs, concrete, tires, etc... is not included in the agreement and this service is available for an additional investment as approved. Grass or weeds growing in expansion joints will be sprayed with non-selective herbicide. The hardscape will be blown clean as reasonably necessary.

1.5 **Irrigation**

Monthly Inspection - Visual inspection and walk through of each operational irrigation zone(s) to ensure proper function of existing system, inspect rain sensor for correct operational parameters, nozzle and head adjustments, as well as the modification of program runtimes appropriate for season. Contractor will repair damage to system caused by Contractor without notice by or charge to Owner. Emergency and routine repairs will be performed while onsite if labor and materials total amount is below the pre-approved amount agreed to by Owner. If repairs exceed the pre-approved amount, an estimate will be provided to the Owner for approval. Each inspection and repair will be performed by a licensed Texas Irrigator or Technician.

1.6 **Seasonal Color**

The installation of 4" seasonal color; including preparation, soil amendments, pots and mulch is available for an additional investment as approved.

1.7 **Mulching**

Installation of mulch in planted beds and tree rings with hardwood mulch. Care will be given to avoid mulching over the crown of plants, bases of trees and above foundations lines and weep holes. Mulch to be applied to maintain an approximate depth of 2" in spring.

1.8 **Fire Ants**

Treatment will be applied in a two-step method. First by applying a broadcast bait twice a year in spring and fall. Contractor will individually treat mounds as they appear.

1.9 **Major Weather Event, Site Cleanup or Hard Pruning**

In the event of a major weather event, other Acts of God, or damage by Man, or where a site cleanup is required, the Contractor reserves the right to negotiate a clean-up and disposal fee as warranted. At the beginning or during Contractor time of service it is determined the properties landscape requires a site cleanup/disposal, major plant pruning cutback or plant removal is required, the Contractor also reserves the right to negotiate a fee for this value-added service.

1.10 **Emergency Coverage**

1.10.1 Contractor shall provide a phone number to the District at which responsible personnel can be contacted for emergency coverage 24 hours a day and 365 days a year.

1.10.2 Contractor must provide an on-site response to the District request for emergency service within four (4) hours. For irrigation problems resulting in continuously running water, Contractor may shut off the water and perform the repair on the next business day.

1.11 **Required Reporting**

Contractor must present a monthly, written report summarizing all activities that occurred in the report month, which is consistent with the monthly invoice, and a monthly service "look-ahead" report due by the last Friday of the Month. The report must contain a list of the visit days and the services to be performed. In addition, the report must contain any recommendations for the District to consider and outstanding proposals awaiting authorization. This reporting shall utilize the District provided template and to be provided to the Contractor prior to the commencement of work.

1.12 **Landscape Material Warranty**

1.12.1 Contractor shall provide a thirty (30) day warranty and promptly replace at its own cost any seasonal color that dies or fails to bloom after installation by Contractor.

1.12.2 Contractor shall provide a one (1) year warranty and promptly replace at its own cost any new trees, ornamental grasses, perennials, or ground cover that dies after installation by Contractor.

1.12.3 Contractor is responsible for maintaining all plant materials in a healthy condition. Contractor shall promptly replace at its own cost any trees, shrubbery, or ground covers that are damaged or killed due to Contractor's negligence or inaction including improper watering or feeding, uncontrolled pests, Contractor equipment damage, or other maladies

within Contractor's responsibility and/or control. Acts of God, acts by others, vandalism, vehicle accidents, and other causes out of Contractor's control are excluded.

1.12.4 Any such replacements must be made in a timely manner using plant materials that match the species, size, and shape of the replaced landscape materials.

1.13. **General Conditions**

1.13.1 Workers shall be uniformed, neat in appearance, fully clothed, and perform work in a professional manner. Uniforms shall display the company logo and name in a clear and legible manner across all crews. All Contractor vehicles shall be clearly identified.

1.13.2 Contractor shall be responsible for providing workers with any required PPE gear.

1.13.3 Workers shall be trained and competent in their assigned job functions.

1.13.4 Contractor shall maintain restroom facilities for workers. No employees are to use the outdoors as restroom facilities.

1.13.5 Contractor shall utilize temporary traffic cones on open roadways for worker and vehicle safety. Workers must exercise care and wear reflective vests when working in open roadways. Parking in active school zones is prohibited.

1.13.6 Except in emergency situations, traffic lanes must not be closed during rush hours periods and school zone periods (6:30 am to 8:45 am and 2:30 pm to 6:30 pm).

1.13.7 Regular maintenance may begin no earlier than 7:00 a.m. and must be complete by sundown. Except in unusual circumstances, regular maintenance must be done Monday through Friday. If a visit is missed due to inclement weather, it shall be made up as soon as possible; however, in no case should a visit be made in intervals less than 5 days. If prolonged inclement weather prevents the visit from being made up before the next scheduled visit, the District must be immediately notified. Missed visits can be made up during winter months as supplemental visits if approved by the District.

2. **Schedule.** The Contractor shall perform the Work described above in accordance with the following time schedule:

2.1. The Work shall commence on the Commencement Date and shall be completed on or before the Completion Date.

2.2. This exhibit provides a summary of maintenance responsibilities and frequencies. These frequencies are based on weekly or monthly visits. The specific responsibilities are described therein.

2.3. Maintenance Plan in Attachment B specifies the schedule of work proposed for each of the specific areas.

[Remainder of the page left intentionally blank.]

Attachment B.3 – Schedule & Maps

Job Site	Description
Little York	First esplande East of Eastex Fwy
Little York	First esplande West of Eastex Fwy
Little York Gateway	Eastex: North and South of Little York
East Mount Houston Rd	First esplanade and Northeast planter esplande East of Eastex Fwy
East Mount Houston Rd	First esplande and Southwest planted esplande West of Eastex Fwy
Aldine Mail Route Rd	First two esplanades East of Eastex Fwy
Aldine Mail Route Rd	First esplanade West of Eastex Fwy
John F. Kennedy Blvd	First esplanade South of Aldine Bender Rd
John F. Kennedy Blvd	Landscaped beds and turf area in front and immediately behind landscaped beds South of Sam Houston Parkway
Aldine Westfield Rd	Two esplandes South of Sam Houston Parkway
Vickery Rd	Between Lauder Rd and Aldine Mail Route

FUNCTIONS Customer: EAMD Esplanades Provider: _____	NO. OF TRIPS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Start Date 2027.01.01 TASK COST	EXTENDED TOTAL
TURF CARE															
Manicured Mowing	42	2	2	4	5	4	4	5	4	4	4	2	2		
Manicured Edging	42	2	2	4	5	4	4	5	4	4	4	2	2		
Manicured Edging/Soil Bed, Tree Ring	42	2	2	4	5	4	4	5	4	4	4	2	2		
Trim (Monofilament)	42	2	2	4	5	4	4	5	4	4	4	2	2		
Manicured Clean up/Blowing	42	2	2	4	5	4	4	5	4	4	4	2	2		
Weed Control: Pre-Emergent	3		1				1			1					
Fertilization	3		1			1				1					
SHRUB AND GROUND COVER															
Pruning and Trimming	26	2	2	2	3	2	2	3	2	2	2	2	2		
Winter Seasonal Cutback	1		1												
Insect and Disease Treatment	3			1			1				1				
Fertilization	3			1			1				1				
TREE CARE															
Crape Myrtle Pruning: Select Pruning	1		1												
Tree Pruning: 6'-8' Canopy Height	1		1												
SOIL BED/TREE RING CARE															
Weed Control (Manual)	42	2	2	4	5	4	4	5	4	4	4	2	2		
MISCELLANEOUS CARE															
Spray Lines	42	2	2	4	5	4	4	5	4	4	4	2	2		
Fire Ant Control: Bait and Spot Treatments	2			1							1				
Debris Removal and Disposal	42	2	2	4	5	4	4	5	4	4	4	2	2		
Insect and Disease Inspection	12	1	1	1	1	1	1	1	1	1	1	1	1		
Irrigation Inspection and Adjustments	12	1	1	1	1	1	1	1	1	1	1	1	1		
Irrigation Repair - Monthly Contigency	12	1	1	1	1	1	1	1	1	1	1	1	1		
Mulch: Hardwood	1			1											
Little York Gateway Maintenance	51	4	4	5	4	4	5	4	4	5	4	4	4		
ADDITIONAL SERVICES PROVIDED WITH APPROVAL															
Seasonal Color															
Insect and Disease Treatment: Trees															
Insect and Disease Treatment: Turf															
Tree Fertilization															
Tree Pruning: Class II															
Turf Core Aeration															
Backflow Certification															

Sub Total	$ -
Sales Tax 8.25%	$ -
Annual Investment w/o Tax	$ -
Monthly Investment w/o Tax	$ -

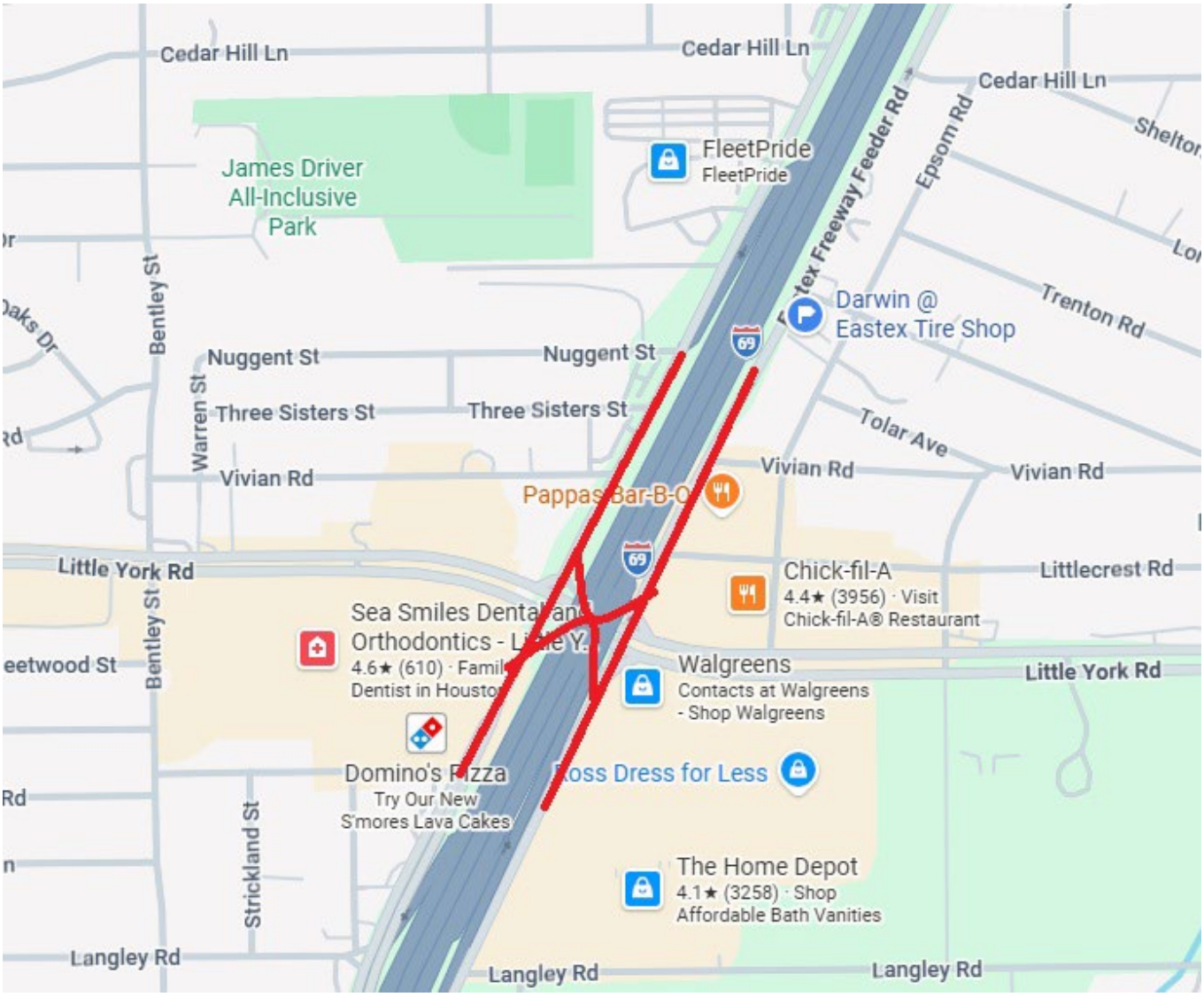
Little York, First Esplanade East of Eastex



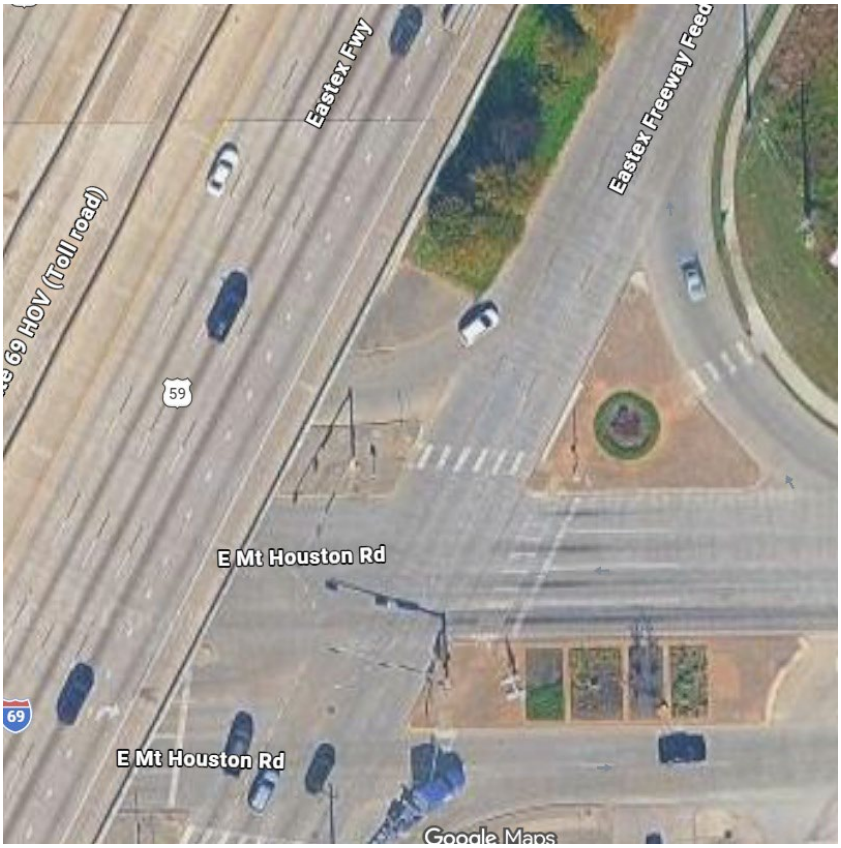
Little York, First Esplanade West of Eastex



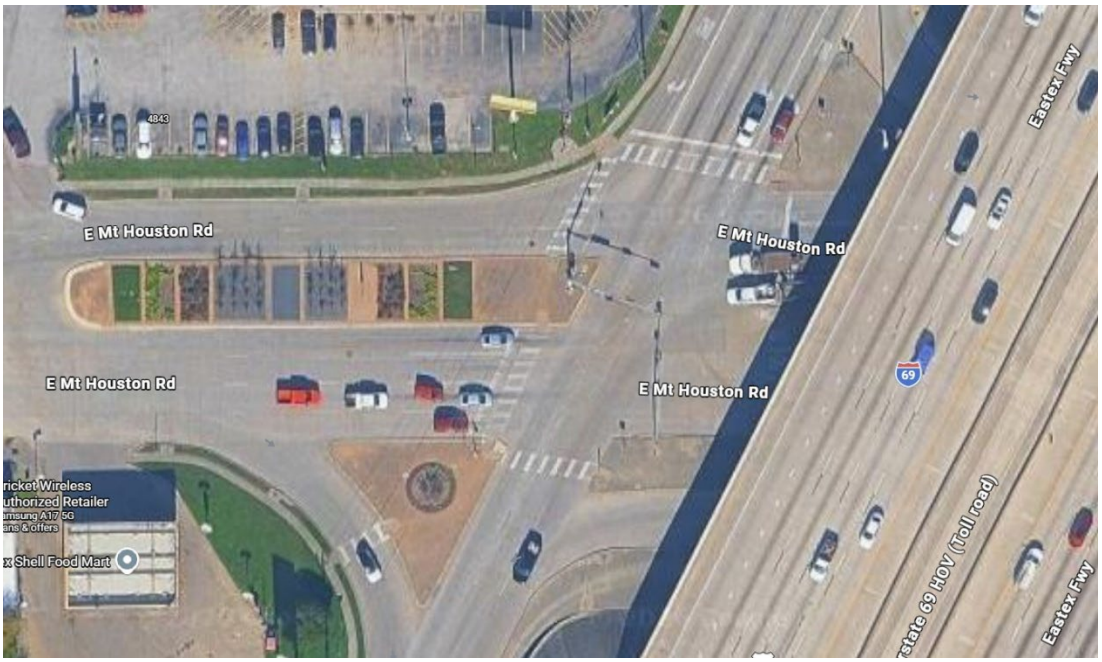
Eastex North and South of Little York Along the Little York Gateway



East Mount Houston, First Esplanade and Northeast planter Esplanade East of Eastex



East Mount Houston, First Esplanade and Southwest planter esplanade West of Eastex



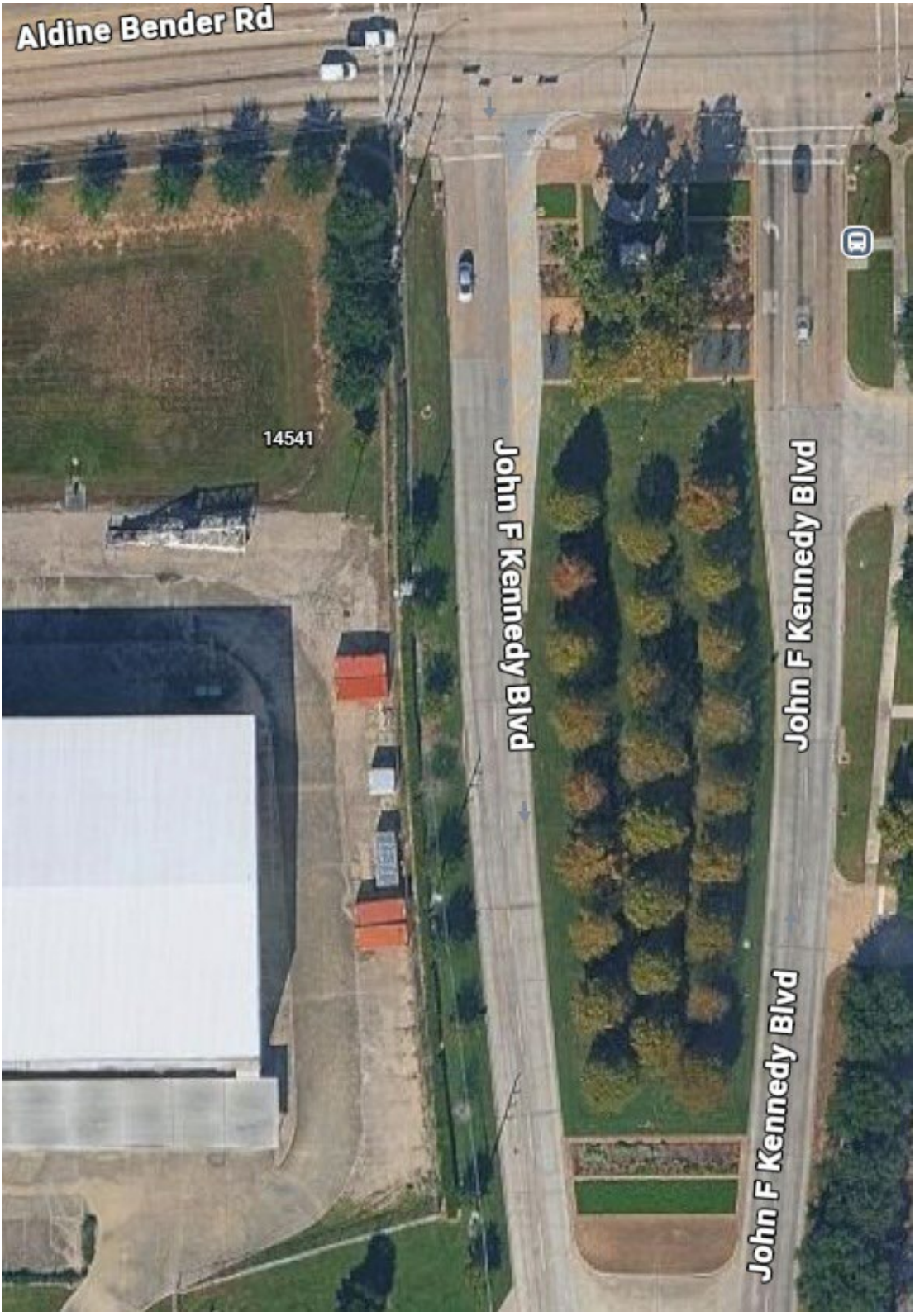
Aldine Mail Route, First Two Esplanades East of Eastex



Aldine Mail Route, First Esplanade West of Eastex



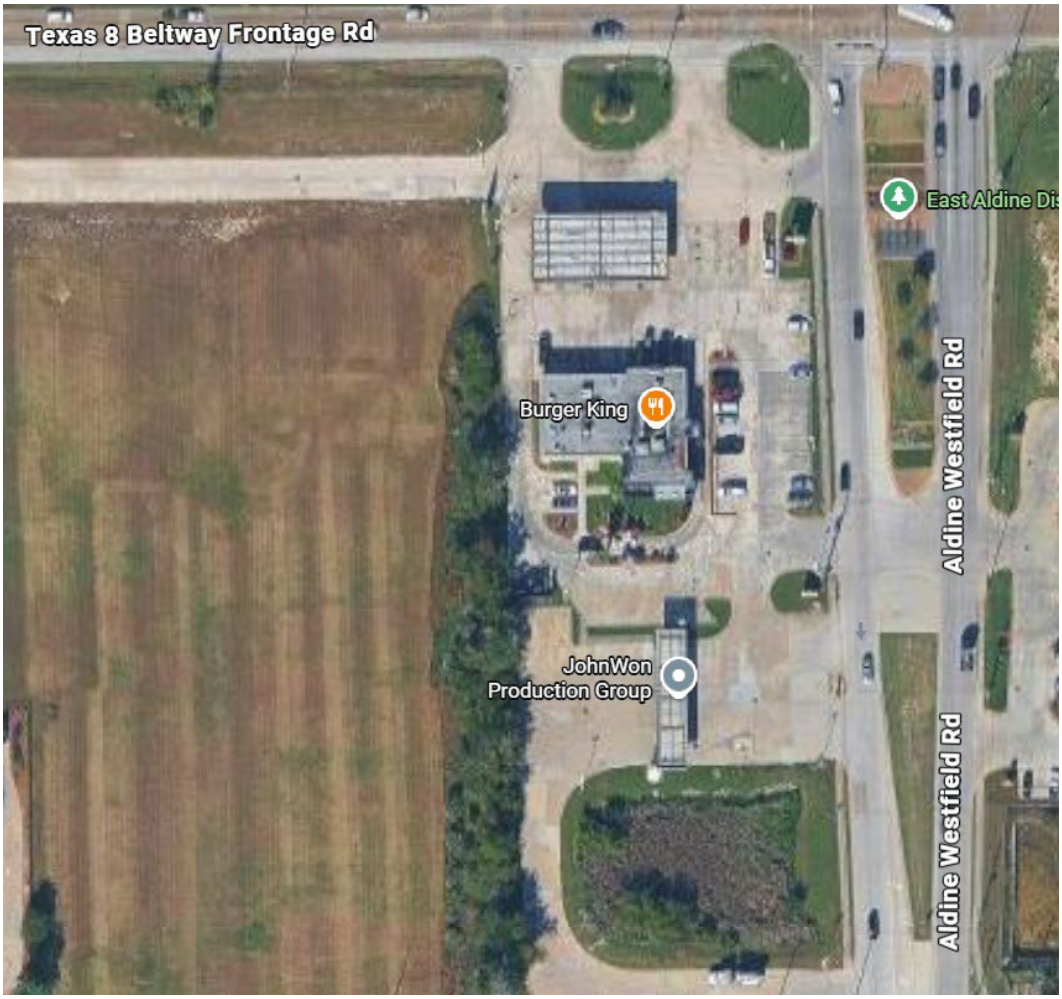
John F. Kennedy, First Esplanade South of Aldine Bender



John F. Kennedy, Landscape beds and Turf Area in front and immediately behind landscaped beds South of Sam Houston Parkway



Aldine Westfield, Two Esplanades South of Sam Houston Parkway



Vickery Rd, Between Lauder Rd and Aldine Mail Route



Attachment A.4 – Scope of Work

Attachment A – Scope of Work

1. **The Work.** The Contractor shall perform the following Work:

This exhibit lists each type of area of maintenance under the Agreement. Attachment A sets forth the District's maintenance specifications, and Attachment B sets forth the specific areas and schedule within the District where specific services are to be performed by Contractor as set forth in the Agreement.

Contractor is responsible for understanding the scope and type of maintenance required at each location based on a site inspection.

1.1 **Mowing Type:**

1.1.1 **Unimproved Lots**

Contractor shall maintain at an approximate height of 2+/- inches throughout all designated unimproved lots. Contractor shall line trim around trees, poles, fences, and other obstacles, edge along curbs and sidewalks where present, and blow all resulting debris clear of paved surfaces as necessary.

1.1.2 **Enhanced Lot – Soccer Field Maintenance – Manicured Mowing**

Contractor shall maintain grass at an approximate height of 2+/- inches throughout the designated soccer field and surrounding turf areas to provide a uniform playing surface. Contractor shall line trim around goals, fences, trees, and other obstacles, edge along curbs and walkways where present, and remove all resulting debris from surrounding surfaces as necessary.

1.1.3 **Enhanced Medians – Manicured Mowing**

Contractor shall maintain grass at an approximate height of 2+/- inches. Turf growing next to obstacles such as trees, poles, fences and the like will be line trimmed. The turf will be edged along sidewalks and curbs. The debris will be blown clean as reasonably necessary.

1.2 **Turf Specifications:**

1.2.1 **Insect and Disease Control Application(s)**

The turf can be treated to control insects and disease for an additional investment as approved.

1.2.2 **Weed Control Application(s)**

A pre-emergent herbicide will be blanket applied to the turf in late winter and again in fall to control weed seed germination. During each pre-emergent application broadleaf weeds will

be spot post-emergent treated. The turf will be treated in spring to control broadleaf weeds with a post-emergent herbicide. In summer weeds can be post-emergent controlled for an additional investment as approved.

1.2.3 **Fertilizing**

A complete fertilizer containing a balanced ratio of **N.P.K.** at a minimum rate of one (1) pound of actual nitrogen per 1,000 square feet will be applied to the turf per application (approx. April, June and September depending on variations in weather conditions).

1.3 **Small and Evergreen Trees:**

1.3.1 **Pruning**

Plant material will be pruned as is reasonable to keep the plant within its contained growing area. Plants will be pruned or sheared a minimum of once a year. Trees that are along the sidewalks, streets and parking lots should be pruned back to ensure clearance from pedestrians and cars as needed. Tree canopy height will be maintained at approximately 8'-10' height above the ground plane and vertical trimming is limited to approximately 12'-14' above ground plane. Suckers will be pruned off the lower part of all trees as needed. Crape Myrtles will be selectively trimmed in February removing crossing branches, suckers and lowing hanging branches to promote horticultural practices recommended *By Dr. William C. Welch, Professor and Landscape Horticulturist Texas A&M University, College Station, Texas, May 2013*.

1.3.2 **Insect and Disease(s)**

The plant material can be treated to control insects and disease. Common applications include treating Crape Myrtles for aphids, white fly or powdery mildew, and treating Magnolias, Blueberry or Hollies for aphids, scale or white fly. Control is limited to approximately 10' high.

1.3.3 **Fertilizing**

Trees can be granular or deep root fertilized with a complete fertilizer for an additional investment as approved.

1.4 **Shrubs and Ground Cover:**

1.4.1 **Pruning**

Plant material will be pruned in a natural appearance or it will be trimmed or sheared as necessary to maintain a manicured look in accordance with standard local practices of plant species. Dwarf hedges and shrubs (i.e. boxwood, yaupon) will be sheared when new growth

reaches one to three inches. Standard hedges and shrubs (i.e. wax leaf ligustrum, burford holly) will be trimmed regularly; when new growth reaches two to six inches, the plant will be sheared. In practice, the number of clippings should average six to twelve per year depending on weather and growing conditions. Hedges should not be pruned with sides that angle in toward the base, but instead with sides that are perpendicular or angle away from the base. Major hard pruning and cutbacks are not included as part of the work scope and available for an additional investment as approved. Seasonal pruning of plants such as azaleas, roses, lantana, ornamental grasses, etc. are included.

1.4.2 **Insect and Disease**

The plant varieties will be treated to control insects and disease, (approx. March, June and October depending on variations in weather conditions). Control is limited to approximately 8' high.

1.4.3 **Weed Control**

Flowerbeds, planter boxes, ground cover beds, exposed soil under hedges, are to be weeded as necessary to maintain a near weed-free landscape.

1.4.4 **Fertilizing**

A complete fertilizer containing a balanced ratio of **N.P.K.** at a rate of one (1) pound of actual nitrogen per 1,000 square feet will be applied and azaleas, roses and other acid loving plants will be fertilized with a plant specific fertilizer ratio to keep them in a state of good health and vigor (approx. March, June and October depending on annual variations in weather conditions).

1.5 **Clean Up, Bandit Signs and Trash**

The Contractor is responsible for clean-up and removal of plant materials, loose debris and bandit signs immediately following its scheduled visit. These items are to be disposed of legally as outlined by local codes and regulations. This will include signs posted on street signs, stop signs, easements, light/electrical poles and perimeter fence that do not exceed 8' in height. Political and Owner placed signs will not be removed. The removal and disposal of dumped debris, limbs, concrete, tires, etc... is not included in the agreement and this service is available for an additional investment as approved. Grass or weeds growing in expansion joints will be sprayed with non-selective herbicide. The hardscape will be blown clean as reasonably necessary.

1.6 **Irrigation**

Monthly Inspection - Visual inspection and walk through of each operational irrigation zone(s) to ensure proper function of existing system, inspect rain sensor for correct operational parameters, nozzle and head adjustments, as well as the modification of program runtimes appropriate for season. Contractor will repair damage to system caused by Contractor without notice by or charge to Owner. Emergency and routine repairs will be performed while onsite if labor and materials total amount is below the pre-approved amount agreed to by Owner. If repairs exceed the pre-approved amount, an estimate will be provided to the Owner for approval. Each inspection and repair will be performed by a licensed Texas Irrigator or Technician.

1.7 **Seasonal Color**

The installation of 4" seasonal color; including preparation, soil amendments, pots and mulch is available for an additional investment as approved.

1.8 **Mulching**

Installation of mulch in planted beds and tree rings with hardwood mulch. Care will be given to avoid mulching over the crown of plants, bases of trees and above foundations lines and weep holes. Mulch to be applied to maintain an approximate depth of 2" in spring and fall.

1.9 **Fire Ants**

Yearly control will be achieved by applying Top Choice – Fipronil a once-a-year Ant treatment in spring to control >95% of fire ants. As needed Contractor will individually treat mounds as they appear.

1.10 **Major Weather Event, Site Cleanup or Hard Pruning**

In the event of a major weather event, other Acts of God, or damage by Man, or where a site cleanup is required, the Contractor reserves the right to negotiate a clean-up and disposal fee as warranted. At the beginning or during Contractor time of service it is determined the properties landscape requires a site cleanup/disposal, major plant pruning cutback or plant removal is required, the Contractor also reserves the right to negotiate a fee for this value-added service.

1.11 **Emergency Coverage:**

1.11.1 Contractor shall provide a phone number to the District at which responsible personnel can be contacted for emergency coverage 24 hours a day and 365 days a year.

1.11.2 Contractor must provide an on-site response to the District request for emergency service within four (4) hours. For irrigation problems resulting in continuously running water, Contractor may shut off the water and perform the repair on the next business day.

1.12 **Required Reporting**

Contractor must present a monthly, written report summarizing all activities that occurred in the report month, which is consistent with the monthly invoice, and a monthly service "look-ahead" report due by the last Friday of the Month. The report must contain a list of the visit days and the services to be performed. In addition, the report must contain any recommendations for the District to consider and outstanding proposals awaiting authorization. This reporting shall utilize the District provided template and to be provided to the Contractor prior to the commencement of work.

1.13 **Landscape Material Warranty**

1.13.1 Contractor shall provide a thirty (30) day warranty and promptly replace at its own cost any seasonal color that dies or fails to bloom after installation by Contractor.

1.13.2 Contractor shall provide a one (1) year warranty and promptly replace at its own cost any new trees, ornamental grasses, perennials, or ground cover that dies after installation by Contractor.

1.13.3 Contractor is responsible for maintaining all plant materials in a healthy condition. Contractor shall promptly replace at its own cost any trees, shrubbery, or ground covers that are damaged or killed due to Contractor's negligence or inaction including improper watering or feeding, uncontrolled pests, Contractor equipment damage, or other maladies

within Contractor's responsibility and/or control. Acts of God, acts by others, vandalism, vehicle accidents, and other causes out of Contractor's control are excluded.

1.13.4 Any such replacements must be made in a timely manner using plant materials that match the species, size, and shape of the replaced landscape materials.

1.14. **General Conditions:**

1.14.1 Workers shall be uniformed, neat in appearance, fully clothed, and perform work in a professional manner. Uniforms shall display the company logo and name in a clear and legible manner across all crews. All Contractor vehicles shall be clearly identified.

1.14.2 Contractor shall be responsible for providing workers with any required PPE gear.

1.14.3 Workers shall be trained and competent in their assigned job functions.

1.14.4 Contractor shall maintain restroom facilities for workers. No employees are to use the outdoors as restroom facilities.

1.14.5 Contractor shall utilize temporary traffic cones on open roadways for worker and vehicle safety. Workers must exercise care and wear reflective vests when working in open roadways. Parking in active school zones is prohibited.

1.14.6 Except in emergency situations, traffic lanes must not be closed during rush hours periods and school zone periods (6:30 am to 8:45 am and 2:30 pm to 6:30 pm).

1.14.7 Regular maintenance may begin no earlier than 7:00 a.m. and must be complete by sundown. Except in unusual circumstances, regular maintenance must be done Monday through Friday. If a visit is missed due to inclement weather, it shall be made up as soon as possible; however, in no case should a visit be made in intervals less than 5 days. If prolonged inclement weather prevents the visit from being made up before the next scheduled visit, the District must be immediately notified. Missed visits can be made up during winter months as supplemental visits if approved by the District.

2. **Schedule.** The Contractor shall perform the Work described above in accordance with the following time schedule:

2.1. The Work shall commence on the Commencement Date and shall be completed on or before the Completion Date.

2.2. This exhibit provides a summary of maintenance responsibilities and frequencies. These frequencies are based on weekly or monthly visits. The specific responsibilities are described therein.

2.3. Maintenance Plan in Attachment B specifies the schedule of work proposed for each of the specific areas.

[Remainder of the page left intentionally blank.]

Attachment B.4 – Schedule & Maps

Job Site	Description
Town Center	Map Included
5801 Hamill Rd	Map Included

FUNCTIONS Client: East Aldine Town Center & Addtl Properties Partner:_____	NO. OF TRIPS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Start Date TASK COST	2027.01.01 EXTENDED TOTAL
TURF CARE															
Unimproved Lots - Town Center & 5801 Hamill	12	1	1	1	1	1	1	1	1	1	1	1	1		
Soccer Field - Mowing	51	4	4	5	4	4	5	4	4	5	4	4	4		
Soccer Field - Maintenance	12	1	1	1	1	1	1	1	1	1	1	1	1		
Soccer Field - Core Aeration	2				1			1							
Manicured Mowing	42	2	2	4	4	5	4	4	5	4	4	2	2		
Manicured Edging	42	2	2	4	4	5	4	4	5	4	4	2	2		
Manicured Edging/Soil Bed, Tree Ring	42	2	2	4	4	5	4	4	5	4	4	2	2		
Trim (Monofilament)	42	2	2	4	4	5	4	4	5	4	4	2	2		
Weed Control: Pre and Post Emergent	3		1				1			1					
Fertilization	3		1			1				1					
Turf Core Aeration	1				1										
SHRUB AND GROUND COVER															
Manicured Pruning	22	1	1	2	3	2	2	3	2	2	2	1	1		
Seasonal Pruning and Cutback	1		1												
Insect and Disease Treatment	3			1			1				1				
Fertilization	3			1			1				1				
TREE CARE															
Crape Myrtle: Select Pruning	1		1												
Tree Pruning: 8' Canopy Height	2		1						1						
Insect and Disease Treatment: Crape Myrtles	3					1		1		1					
BED AND TREE RING CARE															
Weed Control (Manual)	42	2	2	4	4	5	4	4	5	4	4	2	2		
MISCELLANEOUS CARE															
Spray Lines	42	2	2	4	4	5	4	4	5	4	4	2	2		
Fire Ant Bait: TopChoice Fipronil Guaranteed Control	1	1													
Insect and Disease Inspection	12	1	1	1	1	1	1	1	1	1	1	1	1		
Mulch: Hardwood	2			1							1				
Irrigation Inspection and Adjustments	12	1	1	1	1	1	1	1	1	1	1	1	1		
Irrigation Water Management and Monitoring	365	31	28	31	30	31	30	31	31	30	31	30	31		
Irrigation Repairs - Monthly Contigency	12	1	1	1	1	1	1	1	1	1	1	1	1		
Manicured Clean Up and Blowing	42	2	2	4	4	5	4	4	5	4	4	2	2		
Debris Removal and Disposal	42	2	2	4	4	5	4	4	5	4	4	2	2		
ADDITIONAL SERVICES PROVIDED WITH APPROVAL															
Debris Removal and Disposal: Winter Non-MT Week															
Insect Treatment: Turf															
Disease Treatment: Turf															
Insect and Disease Treatment: Trees															
Fertilization: Tree															
Fertilization: Crape Myrtles															
Tree Pruning: Class II															
Seasonal Color: Install and Care															
Backflow Certification															

Sub Total	$ -
Sales Tax 8.25%	$ -
Annual Investment	$ -
Monthly Investment	$ -

East Aldine Town Center



5801 Hamill Rd

