

GREATER EAST END MANAGEMENT DISTRICT

District Landscaping Maintenance Services Request for Proposals

SERVICES. Contractor shall provide landscape maintenance services which includes; litter removal, edging, mowing, weed eating, weed control, hedge pruning, tree trimming, sodding, mulching, plant replacement, fertilizing and minor irrigation repair (the "Regular Services"), scheduled on a 40 hour work week with work provided within the boundaries of the District and as set out in **Exhibit 1**. Upon notice from the District, Contractor shall provide illegal dump removal, vacant lot clearing and maintenance, power washing and other services related to maintenance of the corridors (the "As-Needed Services"). The As-Needed Services will be assigned by the District in lieu of performing Regular Services, as determined by the District. The As-Needed Services will be performed anywhere in the District, the boundaries for which are set forth on **Exhibit 2**.

The specific nature of the Regular Services and/or As-Needed Services (collectively referred to as the "Agreement Services") performed on a day-to-day basis will be determined by the GEEMD staff. Contractor may perform the Agreement Services by any reasonable means and shall not be responsible for delays in performance beyond Contractor's control. Contractor acknowledges that many of the Agreement Services will be performed in and along the streets within the District and that Contractor is responsible for the safety of Contractor's employees and the safety of the public in regards to the provision of the Agreement Services, but only to the extent that loss, liability, or expense is caused by the negligence, misconduct or other fault of Contractor, its agents or employees. In the event the Agreement Services are to be performed in or along public streets or rights-of-way, the Contractor will take all reasonable steps to assure the safety of its employees and of the public and to comply with all ordinances, rules and regulations by local, state or federal entities having jurisdiction over the provision of Agreement Services in the District, especially as to traffic safety plans.

The Agreement Services shall be performed by the Contractor with a crew of seven (6 crew member + 1 driver/supervisor) over the course of a forty (40) hour work week that begins Monday morning and ends Friday afternoon (the "Work Week"). Services hours shall be provided between 6:30 am to 3:30 pm. In the event that the Agreement Services cannot be performed during the Work Week due to bad weather conditions, the Work Week will extend into the weekend until such Agreement Services for the respective week are accomplished.

In the course of performing Agreement Services, the Contractor may work with persons sentenced to serve community service hours with the District.

EQUIPMENT/PERSONNEL. The following equipment which must be kept operable and in good working order and shall be provided by the Contractor at its expense:

a. One white crew-cab truck, capable of hauling 7 workers, marked with permanent District logo and safety signage, capable of hauling a trailer loaded with two-thousand pounds of equipment and/or debris (Contractor will carry costs of insuring, fueling, and maintaining the truck);

b. One trailer that can carry two-thousand pounds of cargo, which will vary in content, such as vegetative material, trash, and/or equipment;

c. A weed-eater for each of the six (6) workers and two (2) leaf blowers (Contractor will pay the costs of fueling, maintaining, and replacing the equipment, as needed);

d. Two commercial-grade mowers, two zero turn (48"-52"Deck) mower.

e. Safety equipment for all the personnel (eye protection, ear protection, gloves, first-aid supplies), safety cones, and safety signage appropriate for working in the right-of-way;

f. Litter sticks sufficient for six (6) workers on a five-day-a-week schedule;

g. Trash bags sufficient to contain all litter picked up in the course of performing the Agreement Services;

h. A trash receptacle with a capacity and disposal schedule sufficient to accommodate all litter removal;

i. A mobile phone for the supervisor; and

j. Storage space for all equipment, vehicles, and trash receptacles.

Contractor's daily personnel for performing the Agreement Services shall consist of one (1) supervisor/truck driver and six (6) workers. Contractor shall send a replacement for the any crew member that will miss work for more than 2 consecutive days.

Contractor is responsible for replacing, maintaining and fueling all equipment.

The District will provide any and all plant replacement material, mulch, soil and fertilizers for any plant replacement or maintenance project.

UNIFORMS. Contractor agrees to provide uniforms consisting of shirts, pants, belts, cold-weather coats and raincoats that will be selected with the approval of the District and sufficient to meet the needs of the crew and supervisor over a one-year period. Contractor will provide a set of warm weather uniforms and a set of cool weather uniforms at its expense. Contractor shall replace uniforms such other times as needed so that crew members are not wearing faded or worn clothing, not fewer than three (3) times per year. The District will supply hats and safety vests.

SAFETY TRAINING. The Contractor shall provide to its employees, at its expense, regular safety training relating to performing the Agreement Services.

TERM AND TERMINATION. This Agreement shall go into effect on July 1, 2018, and end on June 30, 2021, provided that the District shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice to Contractor. The contractor will be given a 1.5% yearly rate increase per an annual evaluation.

INSURANCE.

Coverage. The Contractor shall maintain in effect the following insurance policies during the Initial Term of this Agreement and any extensions thereto:

COVERAGE	LIMIT OF LIABILITY
Workers' Compensation	Statutory Limit for Workers' Compensation
Employer's Liability	Bodily Injury - \$1,000,000
Comprehensive General: Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, Loss of Life and Completed Operations	Combined limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
Commerical Automobile Liability Insurance (for automobiles used by the Contractor in the course of its performance under this Agreement including employer's non-owned and hired auto coverage)	\$1,000,000 combined single limit per occurrence

TAXES. Contractor shall be responsible for paying all payroll based taxes affecting its employees.

INDEPENDENT CONTRACTOR. Contractor is an independent contractor, and all persons employed by the Contractor to furnish services hereunder are employees of Contractor and not of the District.

ADDITIONAL REQUIREMENTS. Contractor shall have at all times during the term of this Agreement a business-dedicated phone number, email address and mailing address. Such contact information shall be provided to the District upon execution of this Agreement, and any changes to such contact information shall be provided immediately to the District.

EXHIBIT 1

Regular Services Schedule: Schedule is circular and it starts over after completion of Wayside and Macario Garcia

Week 1

Monday

Telephone Road: 610 to Lockwood (including underpasses)
Dumble: I-45 to Harrisburg

Tuesday

Harrisburg: Broadway to Emancipation (including underpasses and overpasses)

Wednesday

Broadway: Harrisburg to 610
Woodridge: Office City to I-45
Office City: Woodbridge to Berkley

Thursday

Navigation: Harrisburg to Jensen
Jensen: Clinton to 59

Friday

Park Maintenance: The Esplanade at Navigation, Brown Plaza Park, Jenkins Garden, Bryan Pocket Park, METRO Rail medians

Week 2

Monday

Canal: Jensen to Navigation

Tuesday

Harrisburg: Emancipation to Broadway
Dumble: Harrisburg to I-45

Wednesday

York: Clinton to HB&T Railroad Track
Sampson: Buffalo Bayou to HB&T Railroad Track
Milby: HB&T Railroad Track to Navigation

Thursday

Lawndale: Broadway to Telephone

Friday

Park Maintenance: The Esplanade at Navigation, Brown Plaza Park, Jenkins Garden, Bryan Pocket Park, METRO Rail medians

Week 3

Monday

Ernestine/Lockwood: I-45 to Clinton
Polk: Wayside to Milby

Tuesday

Wayside: I-45 to I-10
Macario Garcia: Harrisburg to Buffalo Bayou

Wednesday

Commerce St. from Eastex Freeway to Drennan
75th: Griggs to Navigation

Thursday

Restart the schedule at the top

Mowing area along the right-of-way on streets named in Exhibit 1 is between the street curb and sidewalk and one mower width toward private property. Contractor can mow up to fence line if it is existing. The scope of work also includes delimiting and weed control of all overpasses and underpasses in maintained streets.

EXHIBIT 2

DISTRICT BOUNDARIES

