CITY OF HOUSTON, TEXAS

NOTICE OF REQUEST FOR PROPOSALS (RFP)
SOLICITATION NO.: T24054

"PARTNERING TO BETTER SERVE HOUSTON"

SOLICITATION DUE DATE/TIME: July 31, 2014 at 3:00 P.M., CST

SUBMITTAL LOCATION:
City Secretary's Office
City Hall Annex, Public Level
900 Bagby Street
Houston, Texas 77002

DESCRIPTION: Housing & Community Development LARA Program

PRE-BID CONFERENCE:

Date	*Time*	*Location*
July 21-2014	10:00 AM	Housing and Community Development, 601 Sawyer, First Floor Conference Rm., Houston, TX 77007

In accordance with T.L.G.C. § Chapter 252, competitive sealed Proposals for the services specified will be received by the City Secretary's Office of the City of Houston at the above specified location, until the time and date cited. Offers must be in the actual possession of the City Secretary's Office on or prior to the time and date, and at the location indicated above. Late offers will not be considered.

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Solicitation Contact Person:
Derrick McClendon

Name

derrick.mcclendon@houstontx.gov

E-Mail Address

Housing & Community Development Director/or Designee

7/18/14

Date

UNIFORM INSTRUCTIONS TO OFFEROR(S)
SOLICITATION NO. T24054

1.0 SUBMITTAL PROCEDURE:

1.1 Six (6) hard copies of the Proposals, including one (1) printed original must be signed in BLUE ink (clearly marked "Original"), Five (5) copies (clearly marked "Copy") required "Signature" on the Official Signature Page by an authorized officer of the Offering Company. Additionally, the Proposal package must include One (1) additional electronic CD or flash/jump drive copies of the Bid Forms as referenced in Section 2.3 below are required to be submitted in a sealed envelope/box bearing the assigned Solicitation Number, located on the first page of the RFP document to:

City Secretary's Office
City Hall Annex, Public Level
900 Bagby St.
Houston, Texas 77002

1.2 The deadline for the submittal of the Proposals to the City Secretary's Office is no later than the date and time as indicated on the first page of the RFP document. Failure to submit the required number of copies as stated above may be subject for disqualification from the RFP process.

1.3 Respondents may elect to either mail or personally deliver their Proposals to the City Secretary's Office.

1.4 The City of Houston shall bear no responsibility for submitting responses on behalf of any Offeror. Offeror(s) may submit their Proposal to the City Secretary's Office any time prior to the stated deadline.

2.0 REQUEST FOR PROPOSAL FORMAT:

2.1 The Proposal should be electronically generated, printed and signed in original ink. The bid should not be submitted in elaborate or expensive binders. Legibility, clarity, and completeness are important and essential.

2.2 The Proposal must be signed by an individual(s) legally authorized to bind the Offeror(s), and LARA may accept this proposal offer by issuance of a Contract to the said Offeror(s) at any time on or before the 180th day following the day this Official Bid Form is opened by LARA. This offer shall be irrevocable for 180 days, but shall expire on the 181st day unless the parties mutually agree to an extension of time in writing.

2.3 The complete RFP packet shall consist of the following items:

TABLE 1 – REQUIRED BID FORMS
Signed Official Signature Page
Hard Copy of Electronic Bid Form (Pricing Sheet)
*Affidavit of Ownership.doc
*Fair Campaign Ordinance.doc
*Statement of Residency.doc
*Conflict of Interest Questionnaire.doc
Contractor's Questionnaire
List of Subcontractor(s)
M/WBE Attachment A & B Forms
Expertise/Experience/Reliability Statement
Certifications/Licenses (If applicable) & Resumes of Key Personnel
Financial Statements
One (1) Electronic CD or Flash/Jump Drive Copies

UNIFORM INSTRUCTIONS TO OFFEROR(S)
SOLICITATION NO. T24054

3.0 PRE-BID CONFERENCE:

3.1 A Pre-Bid Conference will be held at the date, time, and location as indicated on the first page of the RFP document. Interested Offeror(s) should plan to attend. It will be assumed that potential Offeror(s) attending this meeting have reviewed the RFP in detail, and are prepared to bring up any substantive questions not already addressed by the City.

4.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES:

4.1 Requests for additional information and questions should be addressed to the Housing and Community Development, Purchasing Division Buyer, Derrick McClendon, telephone: (713) 868-8369, fax: (713) 865-9315, or e-mail (preferred method to): derrick.mcclendon@cityofhouston.net, no later than Friday July 25, 2014 at 3:00 P.M. CST. The City of Houston shall provide written response to all questions received in writing before the submittal deadline. Questions received from all Offeror(s) shall be answered and sent to all Offeror(s) who are listed as having obtained the RFP. Offeror(s) shall be notified in writing of any changes in the specifications contained in this RFP.

5.0 LETTER(S) OF CLARIFICATION:

5.1 All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind LARA. Only information supplied by LARA in writing or outlined in this RFP should be used in preparing bid responses.

5.2 The LARA does not assume responsibility for the receipt of any Letters of Clarification sent to Offeror(s).

6.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:

6.1 Each Offeror shall carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP.

6.2 Before submitting a Proposal, each Offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Offeror from obligation to comply, in every detail, with all provisions and requirements of the RFP.

7.0 EXCEPTIONS TO TERMS AND CONDITIONS:

7.1 Request for Proposal: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, may be rejected.

8.0 ACCEPTANCE AND REJECTION OF PROPOSALS:

8.1 LARA reserves the right to accept or reject, in whole or in part, any or all proposals received and to make award on the basis of individual items or combination of items, as it is deemed most advantageous or in the best interest to LARA.

8.2 LARA may accept this proposal offer by issuance of a Contract covering award of said bid to this Bidder at any time on or before the 180th day following the day this Official Bid Form is opened by LARA. This offer shall be irrevocable for 180 days, but shall expire on the 181st day unless the parties mutually agree to an extension of time in writing.

9.0 PROTEST:

9.1 Protests shall be submitted in writing and filed with both, the LARA Board of Directors.

9.2 A protest shall include the following:

9.2.1 The name, address, e-mail, and telephone number of the protester;

9.2.2 The signature of the protester or its representative who has the delegated authority to legally bind its company;

9.2.3 Identification of the RFP description and the RFP or Contract number;

9.2.4 A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and

9.2.5 The desired form of relief or outcome, which the protester is seeking.

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SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: T24054

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SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: T24054

EXHIBITS:

1.0 Exhibit A: Definitions

2.0 Exhibit B: List of Properties
Available on-line at (http://mycity.houstontx.gov/houstonhope/) (click View RFP List)

3.0 Exhibit C: Digital Photo of Properties
(http://mycity.houstontx.gov/houstonhope/) click View RFP List)

4.0 Exhibit D: LARA "Houston Hope" Neighborhood Boundary Maps
(http://www.houstontx.gov/lara/) click on Houston Hope Boundary Maps)

5.0 Exhibit E: Bid Tabulation Sheet
(A Hardcopy of the Bid Tabulation Sheet is attached to this RFP)

6.0 Exhibit F: Equal Opportunities

7.0 Exhibit G: MWBE Requirements

Land Assemblage Redevelopment Authority ("LARA") Request for Proposals ("RFP") for Weed Cutting Services

LARA requests proposals for weed cutting and related debris removal services in connection with vacant lots owned or controlled by the Land Assemblage Redevelopment Authority ("LARA"). Examples of properties included in the LARA inventory are identified on Exhibit A (available on-line at)

(http://mycity.houstontx.gov/houstonhope/ click- "View RFP List")

Digital views of these parcels, identified as Exhibit B, are available on line (only) at:

http://mycity.houstontx.gov/HoustonHope/ •click- "View RFP List").

A definition of the submission requirements is described in Section VII: "RFP SUBMISSION REQUIREMENTS" of this RFP. Only through the Office of the City Secretary, City of Houston, will LARA accept hand-delivered proposals for review and possible acceptance. Proposals will be accepted until no later than 3:00 o'clock P.M. on Thursday July 31, 2014.

LARA reserves the right to accept or reject any and all proposals for any reason.

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SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: T24054

1.0 GENERAL SPECIFICATIONS

1.1 Statement of Work

The Contractor shall provide all supervision, labor, materials, supplies, tools and equipment necessary for the cleaning, clearing, loading and disposal of all trash, debris, rubbish, organic debris, municipal solid waste, special waste, tires and removal of "Building Official or Department of Neighborhoods" liens. The Contractor shall mow all grasses, weeds, under brush and remove debris associated with the

mowing. Contractor may also be required to remove debris from locations where weed mowing is not required. The Contractor may be required to obtain permits to remove liens placed on properties (demo permit, post address, weed liens, certificate of compliances, gas lines, and sewer/water disconnects, etc.)

1.2 Intent

1.2.1 It is the intent of these specifications to define a fixed-price service contract for mowing, as well as the pick-up and removal of trash, debris, rubbish, organic debris, municipal solid waste, special waste, tires and removal of "Building Official or Department of Neighborhoods" liens. These Items for pick-up may be on public or private properties owned by LARA within the City of Houston.

1.2.2 Preference will be given to Respondents who are qualified and equipped to undertake more specialized lot maintenance work needed in connection with removing Building Official or Department of Neighborhoods violations. This may include performing licensed trade work such as making water and sewer line disconnections. In other instances work may require heavy equipment for the removal of old building foundations, the cutting down and stump removal of large trees or the leveling of lots to provide for proper drainage.

1.2.3 LARA shall from time to time, issue additional regulations to the Contractor, as needed, to provide clarity of contract services required as a result of administrative, policy or ordinance changes.

2.0 DETAILED SPECIFICATIONS

2.1 **Minimum Resource Requirements:** LARA will require acceptable evidence of the prospective contractor's ability to obtain all resources needed to fulfill the requirements of any contract awarded. Evidence acceptable to LARA will consist of an assessment (to the satisfaction of LARA) of the prospective contractor's current control of assets, personnel and equipment needed to undertake the work and/or the prospective contractors ability and capacity to rent, purchase, or otherwise acquire the needed equipment, personnel or other resources. As part of making this assessment, LARA representatives may make a physical inspection of the prospective contractor's place of business, including any warehouses or storage areas where equipment and other resources are housed.

2.2 LARA estimates (but does not guarantee) that during any contract year, about one round of "First Cut" type weed mowing's will be needed on approximately 100 vacant lots; and that about two rounds of "Routine Cut" type weed mowing's will be needed on approximately 500 vacant lots. See "Section VI: Definitions" of this RFP, for a more detailed description of all lot cut types.

The typical lot size in the LARA inventory is about 5,000 square feet. However, lots range in size from approximately 3,000 to about 13,000 square feet.

2.3 Special standards of responsibility are necessary for adequate contract performance. These special standards are hereby set forth in these specifications.

2.4 A prospective contractor must affirmatively demonstrate its responsibility, including, when, necessary, the responsibility of its proposed subcontractors. To be determined responsible (1) a prospective contractor must have adequate financial resources to perform the contract, or the ability to obtain them, (2) the contractor must be able to comply with the required proposed performance schedule, taking into consideration all existing commercial and governmental business commitments, (3) have a satisfactory performance record, (4) have a satisfactory record of integrity and business ethics, (5) have the necessary experience and operational skills (6) have the equipment and manpower, or the ability to obtain them, (7) owe no delinquent taxes or other debt to the City of Houston or other local taxing authorities, and (8) be otherwise qualified and eligible to receive an award under applicable laws and regulations.

2.5 A prospective contractor must have the ability to send and receive electronic communications through computer software comparable to Microsoft Office 2003.

3.0 MINIMUM REQUIRED MANPOWER

3.1 The Contractor shall have in its employment at all times a sufficient number of capable and qualified employees to enable the Contractor to properly, adequately, safely and economically manage, operate and generally perform the scope of work under these specifications. LARA requires (via full-time/part-time employment or sub-contracting) a minimum of two (2) crews. A typical crew would be comprised of four (4) persons: three performing the actual cutting and clearing and one (1) operating the dump truck.

3.2 All matters pertaining to the employment, supervision, compensation, promotion and discharge of such employees are the responsibility of the Contractor. LARA may require dismissal from work, on this contract, any employee who is deemed incompetent or is identified as a potential threat to the health, safety, security, general well-being or operational mission of the contract. Each employee of the Contractor shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidence by Alien Registration Receipt Card Form 1-51.

3.3 The telephone number for the Contractor's establishment during business hours on business days shall be given directly to the Director or designee. A change of the telephone number shall immediately be given verbally to the Director or designee, and shall be confirmed in writing to the Director or designee. The City shall terminate this contract upon the Contractor's failure to comply with such notification to the Director or designee.

3.5 Licenses: The Contractor shall have all applicable licenses and permits required to perform under these specifications, including but not limited to any and all TCEQ licenses and tire hauler licenses. Each truck driver shall possess a valid Texas commercial operator's license. The contractor does not need a generator license.

4.0 MINIMUM RECOMMENDED EQUIPMENT

4.1 Specific types of equipment are necessary for adequate contract performance. Therefore, LARA suggests (via ownership, lease or sub-contractor) the following equipment per crew.

1 Tractor Meeting the Following Specifications:

- Minimum 55 horsepower engine with low profile to ground
- Must have sheet metal fabrication around tractor to protect driver
- Must have puncture proof tires i.e.; foam filled or equivalent tires
- Must have roll over protection (R.O.P.S) around operator
- Must be OSHA approved

1 Tractor Mounted Rotary Mower Meeting the Following Specifications:

- Minimum 4-foot heavy-duty mower with chain curtains

1 Hydro-axe Mower (per area)

1 Trailer Meeting the Following Specifications:

-Tandem axle heavy duty trailer that grosses 15,000 pounds

1 Truck to Tow Mower Meeting the Following Specifications:

- Minimum 1 ton - Required dump truck may be used to tow mower, if properly equipped

1 Dump Truck Meeting the Following Specifications:

-Minimum 8 cubic yards of hauling capacity
-A high-sided trailer may be used in lieu of dump truck to haul debris.

4.3 In addition to the above equipment recommendations, LARA requires that the Contractor own, or have the ability to lease or sub-contract immediately, debris and trash loading equipment. It should be noted that lots with over 30 cubic yards of trash/debris might require more than the above-recommended minimum equipment per crew.

4.4 All equipment used for performance of services shall meet all applicable O.S.H.A. standards, and be licensed and inspected as may be required.

4.5 All supplies, materials, repair or replacement parts equipment or tools used or furnished by the Contractor to perform the work specified herein shall be of the type, quality, size, etc., customarily used in the trade of such work. The Contractor at the Contractor's expense will replace any such items deemed unsuitable by LARA. LARA will not be responsible in any way for damage to or loss of supplies, materials, tools, equipment or personal property belonging to the Contractor or his/her employees.

5.0 CONTRACTOR WORK PLAN WITH INSPECTIONS- Work Orders

5.1 The Contractor must pick up work orders assigned to Contract Areas within 48 hours after issuance of a notice from the LARA Contract Administrator. The Contractor shall complete a work plan for all work orders received on a form approved by LARA. The work plan shall be returned to the Contract Administrator within three (3) working days of the Contractor's receipt. Unless an exception is granted, or LARA issues an amended work order, the Contractor shall complete the work within twenty (20) working days with the exception of "Priority Cuts".

5.2 The Contractor shall complete work orders designated as "Priority Cuts" within three (3) days of issuance. The "Priority Cut" fee will be in addition to the applicable fee for servicing the lot. The Priority Cut fee will not be applicable if the contractor fails to perform the service within three (3) days of issuance.

5.3 The Contractor shall not cut lots that are nine (9) inches or less in height without prior authorization from the Contract Administrator. The issuance of a work order does not constitute prior authorization. The Contractor shall immediately notify the Contract Administrator of all sites where the height of weeds is nine inches or less. Upon approval by the Contract Administrator, the Contractor shall remove weeds from the site as required by the contract.

5.4 The Contractor is required to provide the Contract Administrator with monthly reports regarding the status of work orders previously issued.

5.5 The Contractor shall complete work orders designated as "Building Official or Department of Neighborhoods" violations within five (5) days of issuance. The "Building Official or Department of Neighborhoods" violation fee will be in addition to the applicable fee for servicing that lot. The "Building Official or Department of Neighborhoods" fee will not be applicable if the contractor fails to perform the service within five (5) days of issuance.

6.0 TIME OF WORK AND ORDER OF PROCESS

6.1 The Contractor may perform assigned work from sunrise to sunset, seven (7) days per week, not inclusive of recognized City of Houston Holidays set out by City Council Motion.

6.2 Contractors shall process all work orders in a "first in - first out" or oldest work order completed first order (excluding priority cuts which are to be cut in accordance with section 5.2).

7.0 TECHNICAL SPECIFICATIONS

7.1 Cutting and Debris/Trash/Rubbish Removal

7.1.1 The Contractor shall remove LARA posting signs prior to servicing the property, and re-post it upon completion if applicable.

7.1.2 The Contractor shall cut grasses and weeds to a height of approximately three (3) inches depending on the work order and the type of terrain. All organic cuttings and residuals from mowing shall be mulched, on site, returned to the lot and graded accordingly. Mulching shall be a mandatory process for all mowing residuals not in a mulched state upon cutting.

7.1.3 The Contractor shall cut grass along fences and/or walls 1" or less from said barrier(s). This may require tools or equipment or techniques different from those employed in the cutting of the principal area.

7.1.4 If there are no concrete curbs and gutters, and where there are any drainage ditches, bridges, or culverts along any public ways adjoining any property, such ditches, bridges, or culverts shall be cleared and the same restrictions of height held applicable to the main portions of the property in question.

7.1.5 If the property has a concrete slab or foundation, the Contractor will mow around the slab or foundation. The Contractor shall also cut grass, weeds, etc., growing through cracks in the foundation or slab. All loose building materials are to be considered as trash/rubbish/debris and the Contractor shall clean and remove these from the property. The contractor shall reduce the square footage of the service area by the amount equivalent to the slab area, any area not serviced, or building square footage, if applicable.

7.1.6 There may be instances where LARA will require the removal of living trees, or standing dead trees, not constituting added landscaping features that can represent a hazard to the health and safety of the citizens. The removal or abatement of such items shall be done only at the discretion of the Contract Administrator in consultation with the City of Houston Parks and Recreation Department, as required. If so directed, the contractor shall be paid at the rate identified in Category F.

7.1.7 The Contractor shall immediately notify the Contract Administrator of all sites containing more than five (5) cubic yards of trash/debris/rubbish prior to removal on "First-Cut" weed mowing work orders; and on sites containing more than three (3) cubic yards of trash and debris on "Routine Cut" weed mowing job orders.

7.1.8 In such cases, the Contractor shall cut the lot and store the debris at the front of the lot until the Contract Administrator's or his or her representative verifies the amount of debris. Upon verification, the Contractor shall remove debris from the site as required by the contract. The Contractor shall communicate with the Contract Administrator within two (2) working days of removal, giving sufficient lead-time to schedule site inspections as needed.

7.1.9 The Contractor shall load, remove, transfer and properly dispose of all trash, rubbish, debris, organic debris, and municipal solid waste on the site to a State of Texas certified facility/landfill for the type of material removed. The contractor shall notify the Contract Administrator prior to servicing any lot/location where only debris removal is required. Contractor shall store the debris at the front of the lot until the Contract Administrator or his or her representative verifies the amount of debris. Upon verification, the Contractor shall remove debris from the site as required by the contract. The Contractor shall communicate with the Contract Administrator's representative within two (2) working days of removal, giving the Contract Administrator sufficient lead-time to schedule site inspections, as needed. The contractor must provide documentary evidence to include, but not restricted to all landfill receipts, used coupons or monthly statements that the disposal has in fact occurred at designated sited or processing facilities. Battery Leakages must be reported to the City of Houston, Department of Neighborhoods or pick-up.

7.1.10 (a) The Contractor shall properly transport and legally dispose of all tires from sites to an appropriate municipal solid waste facility as defined by the Texas Administrative Code.

7.1.11 (b) The Contractor shall prepare a Used and Scrap Tire Manifest, which contains the Contractor's Texas Department of Health Registration Number for transport of tires and any other information required by the Texas Department of Health and/or any regulatory agency governing the transport and/or any disposal of tires.

7.1.12 (c) Contractor shall notify the Contract Administrator or his or her representative prior to removal of 50 or more tires.

7.1.13 The Contractor shall not reject work orders for insect infestations. Protective clothing or insecticide sprays may be used in such events.

7.1.14 Upon arrival at the work order site, if the Contractor finds hazardous or unidentifiable materials, a locked gate, a no trespassing (or similar) sign, or is denied entry, it shall leave the site, and immediately notify the Contract Administrator or his or her representative and await further instructions. The Contractor shall not make any attempt to handle or remove the hazardous or unidentifiable waste.

7.1.15 The Contractor shall legally dispose of all appliances on the site and shall properly transport appliances to an appropriate municipal solid waste facility as defined by the Texas Administrative Code.

8.0 WEED CONTROL/CHEMICAL WEEDING

8.1 A weed shall be defined for purposes of this contract as any vegetative material growing in an area where it is not intended or desired. Areas include all turf, floral beds, shrub beds, ditches, and paved areas such as parking lot/sidewalks and areas within the contract boundaries. Flowerbeds shall be maintained so that undesired plant material is only found to exist in no more than 10% of the total surface area of the bed. All lots areas shall be kept free of weeds, and other undesirable growth at all times. Weeds shall be removed as needed as part of routine operations.

8.2 The Contractor shall maintain all areas in a manner so as to keep weed infestation to a minimum. (This includes mechanical and chemical weed control activities.) The Contractor shall be permitted to use chemical trim herbicides, limited to Roundup, Roundup Plus, or Finale, or other herbicides approved by the LARA. The Contractor shall request permission for use of other herbicides in other areas. Upon submission with MSDS, LARA shall perform a review of the material and use. Approval or denial of the request shall be based upon this review.

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

8.4 LARA shall perform a review of the material and use. Approval or denial of the request shall be based upon this review.

8.5 Contractor shall request and obtain prior LARA approval before using any herbicide. Herbicides shall be applied on each visit to prevent weeds.

9.0 PESTICIDE /or INSECTICIDE APPLICATIONS

9.1 The Contractor shall furnish and apply approved chemicals, or biological agents as required to control or eradicate unwanted insects: ants, chinch bugs, grub worms, mites, etc. The Contractor shall notify LARA prior to any application for any type of control desired, stating the product and concentration.

9.2 The Contractor shall be required to submit copies of the MSDS forms for all products requested. Upon submission with MSDS, LARA shall perform a review of the material and use. Approval or denial of the request shall be based upon this review.

9.3 The Contractor shall maintain all areas in a manner so as to keep rodent and insect infestation to a minimum. (This includes mechanical and chemical pesticide/or insecticide control activities.) Contractor shall request and obtain prior LARA approval before using any pesticide/or insecticides. Insecticides shall be applied on each visit to prevent ants, chinch bugs, grub worms, sod grass, etc.

10.0 PHOTOGRAPHIC DOCUMENTATION

10.1 Contractor shall take the following digital photographs saved as JPEG images and have the capability to transmit electronically to document work performed and submit them with the work order to the Contract Administrator or his or her representative:

10.2 At least one (1) "before (measuring the height of the weeds and showing LARA sign posting (if applicable),"" during" and "after" photograph of the property being cut;

10.3 At least one (1) "before," "during" and "after" photograph of the trash/debris/rubbish accumulations on the property.

10.4 At least one (1) "before," "during" and "after" photograph of any tires, on the Property.

10.5 When the Contractor services two (2)or more adjacent lots, additional "before" photographs should be taken to document on the entire property. For each "before" photograph, a matching "after" photograph should be taken to document the cutting and debris removal.

10.6 When the Contractor services improved property (vacant/occupied structures), at least one (1) "before" photograph and one (1) "after" photograph should be taken of the front and rear of the property to document existing violations.

10.7 The Contractor shall make every effort to identify common land features of the property in each photograph. Photographs must be clear. Each photograph shall contain a chalkboard, or other identifying mechanism, displaying the work order number and address of the lot visible at each location. The name of the Contractor performing the actual work shall also be written on each photograph. It is the Contractor's responsibility to insure that photos are representative of work performed.

11.0 BOUNDARIES

11.1 The boundaries for areas of the City of Houston containing LARA lots are represented in Exhibit C. The boundaries of areas are subject to change at any time as determined by LARA. LARA may elect to assign one or more contractors to work within one or more bounded areas. The Contract Administrator or his or her representative is responsible for providing the contractor with updated maps, should boundaries change.

12.0 WORKMANSHIP AND INSPECTION:

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

11.0 COMMUNITY ORGANIZATION:

12.1 LARA may from time to time direct the contractor to subcontract with non-profit community organizations to perform "Routine Cut" weed mowing services (on lots up to 5,000 square feet). If so directed, the contractor shall be paid at the rate identified in Category D. Contractor shall pay subcontractor the sum of $100 for each lot mowed.

Contractor shall add subcontractors to all of Contractor's insurance policies as an additional insured and shall provide all supervision, inspection, and debris removal for these lots. The subcontractors shall be designated by the Contract Administrator to perform "Routine Cut" mowing services on designated lots. Contractor shall submit with his invoice, proof of payment to subcontractors in a form approved by LARA.

In the event a community organization's subcontractor fails to mow a designated lot within 30 days of written notice to subcontractor by Contractor, Contractor shall be entitled to an administrative fee of $25.00. The administrative fees, if any, shall be added to the invoices provided for in the agreement.

12.0 INVOICE REQUIREMENTS:

13.1 Contractor's invoice shall include the amount of cubic yards of trash removed from the site and the following supporting documents: photo documentation, tire manifest, and landfill receipts.

Contractor shall invoice using a form approved by LARA.

LARA reserves the right to exempt specific geographical areas from the contract during the contract period to meet the requirements of other LARA initiatives.

Invoices and support documentation may be emailed to:

Normag.garcia@houstontx.gov

Or mailed to the following:

Land Assemblage Redevelopment Authority
Attn: Ms. Norma Garcia
601 Sawyer Street, Suite 4th Flr.
Houston, Texas 77007

13.0 WARRANTY OF SERVICES:

13.1 Definitions: "Acceptance" as used in this clause, means the act of an authorized representative of LARA by which LARA assumes for itself, approval of specific services as partial or complete performance of the contract.

13.2 "Correction" as used in this clause, means the elimination of a defect.

13.3 Notwithstanding inspection and acceptance by LARA or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. LARA shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by LARA. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to LARA, or (2) that LARA does not require correction or re-performance.

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

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

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

14.0 ADDITIONS AND DELETIONS:

14.1 LARA, by written notice from the Contract Administrator to the Contractor, at any time during the terms of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from LARA. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the fee schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges therefore will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule.

15.0 ESTIMATED QUANTITIES NOT GUARANTEED:

15.1 The estimated quantities specified herein are not a guarantee of actual quantities, as LARA does not guarantee any particular quantity of Work orders or sites for services during the term of this contract. The quantities may vary depending upon the actual needs of the LARA. The quantities specified herein are good faith estimates of usage during the term of this contract.

Therefore, LARA shall not be liable for any contractual agreements/obligations the Contractor enters into based on LARA purchasing/requiring all the quantities specified herein.

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GENERAL TERMS & CONDITIONS
SOLICITATION NO.: T24054

THE STATE OF TEXAS

COUNTY OF HARRIS □

BID # _____

ORDINANCE #_____

CONTRACT #_____

I. PARTIES

1.0 ADDRESS:

THIS AGREEMENT FOR WEED CUTTING SERVICES ("Agreement") is made on the Countersignature Date between the **LARA** and **CONTRACTOR NAME** ("Contractor or Vendor"), a corporation doing business in Texas.

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

LARA	**Contractor**
Director/or Board of Director (s) of LARA	_____ _____ _____
LARA address Houston, Texas 77XXX	Phone: _____ Fax: _____

The Parties agree as follows:

2.0 TABLE OF CONTENTS:

2.1 This Agreement consists of the following sections:

II. DUTIES OF CONTRACTOR

1.0 GENERAL REQUIREMENTS:

1.1 In consideration of the payments specified in Exhibit D, successful respondents ("Prime Contractor or

"Contractor") shall provide all labor, material, and supervision necessary to perform the services described in **Section I. "Scope of Services"**

2.0 INDEMNITY AND RELEASE:

2.1 RELEASE

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

2.2 INDEMNIFICATION:

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

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

2.2.2 LARA AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND

2.2.3 LARA AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.

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

2.3 INDEMNIFICATION:

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

3.0 INDEMNIFICATION PROCEDURES:

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

3.1.1 a description of the indemnification event in reasonable detail,

3.1.2 the basis on which indemnification may be due, and

3.1.3 the anticipated amount of the indemnified loss.

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

3.3 Defense of Claims

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

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

4.0 INSURANCE:

4.1 Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Workers' Compensation must name the City as an additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide. Contractor shall maintain the following insurance coverages in the following amounts:

4.1.1 Commercial General Liability insurance including Contractual Liability insurance:
$500,000 per occurrence; $1,000,000 aggregate

4.1.2 Workers' Compensation including Broad Form All States endorsement:
Statutory amount

4.1.3 Automobile Liability insurance
$1,000,000 combined single limit per occurrence
Defense costs are excluded from the face amount of the policy.
Aggregate Limits are per 12-month policy period unless otherwise indicated.

4.1.4 Employer's Liability
Bodily injury by accident $100,000 (each accident)
Bodily injury by disease $100,000 (policy limit)
Bodily injury by disease $100,000 (each employee)

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

4.2.1 immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or

4.2.2 purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

4.2.3 All certificates of insurance submitted by Contractor shall be accompanied by endorsements for additional insured coverage in favor of LARA for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of LARA for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies. The LARA Chairman will consider all other forms on a case-by-case basis.

5.0 WARRANTIES:

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

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

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

5.2.2 that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,

5.2.3 that each replacement item is new in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and

5.2.4 that no item or its use infringes any patent, copyright, or proprietary right.

6.0 LICENSES AND PERMITS:

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

7.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE:

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

8.0 MWBE COMPLIANCE:

8.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least **11%** of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity (OBO) and will comply with them.

8.2 MWBE subcontracts must contain the terms set out in Exhibit "D."

9.0 DRUG ABUSE DETECTION AND DETERRENCE:

9.1 It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors

while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

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

9.2.1 a copy of its drug-free workplace policy,

9.2.2 the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "E," together with a written designation of all safety impact positions and,

9.2.3 if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "F."

9.3 If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "G." Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

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

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

10.0 ENVIRONMENTAL LAWS:

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

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

11.0 CONTRACTOR'S PERFORMANCE:

11.1 Contractor shall make citizen satisfaction a priority in providing services under this Agreement. Contractor shall train its employees to be customer service-oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of service to the public.

12.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS:

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

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

III. DUTIES OF LARA

1.0 PAYMENT TERMS:

1.1 The LARA shall pay and Contractor shall accept fees at the unit prices provided in Exhibit D for all services rendered and the Deliverables furnished by Contractor. The fees must only be paid from Allocated Funds, as provided below.

1.2 Any quantities of services or Deliverables shown in any part of this contract or its exhibits are estimated only and are not any guarantee that the City will not purchase more or less of those services or Deliverables. The City will pay only for the services or Deliverables actually ordered and only at the unit prices set out.

2.0 TAXES:

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

3.0 METHOD OF PAYMENT:

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

4.0 METHOD OF PAYMENT - DISPUTED PAYMENTS:

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

5.0 CHANGES:

5.1 At any time during the Agreement Term, LARA upon written authorization by the Contract Administrator may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.

5.2 Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The LARA Chairman's decision regarding a time extension is final.

5.3 A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.

IV. TERM AND TERMINATION

1.0 CONTRACT TERM:

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

2.0 NOTICE TO PROCEED:

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

3.0 RENEWALS:

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

4.0 TIME EXTENSIONS:

4.1 If Contractor requests an extension of time to complete its performance, then the LARA Chairman may, in his or her sole discretion, extend the time so long as the extension does not exceed 90 days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

5.0 TERMINATION FOR CONVENIENCE BY LARA:

5.1 LARA may terminate this Agreement at any time by giving 30 days written notice to Contractor. LARA's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.

5.2 On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. LARA shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section III unless the fees exceed the allocated funds remaining under this Agreement.

5.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR LARA'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM LARA'S TERMINATION FOR CONVENIENCE.

6.0 TERMINATION FOR CAUSE BY LARA:

6.1 If Contractor defaults under this Agreement, LARA may either terminate this Agreement or allow Contractor to cure the default as provided below. LARA's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:

6.1.1 Contractor fails to perform any of its duties under this Agreement;

6.1.2 Contractor becomes insolvent;

6.1.3 all or a substantial part of Contractor's assets are assigned for the benefit of its creditors;

or

6.1.4 a receiver or trustee is appointed for Contractor.

6.2 If a default occurs LARA may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. LARA may extend the termination date to a later date. If LARA allows Contractor to cure the default and Contractor does so to LARA's satisfaction before the termination date, then the termination is ineffective. If Contractor does

not cure the default before the termination date, then LARA may terminate this Agreement on the termination date, at no further obligation of LARA.

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

7.0 TERMINATION FOR CAUSE BY CONTRACTOR:

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

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

8.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS:

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

V. MISCELLANEOUS

1.0 INDEPENDENT CONTRACTOR:

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

2.0 FORCE MAJEURE:

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

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

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

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

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

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

3.0 SEVERABILITY:

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

4.0 ENTIRE AGREEMENT:

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

5.0 WRITTEN AMENDMENT:

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

6.0 APPLICABLE LAWS:

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

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

7.0 NOTICES:

7.1 All notices required or permitted by this Agreement must be in writing and are deemed delivered on the earlier of the date actually received or the third day following: (1) deposit in a United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section I of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

8.0 NON-WAIVER:

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

8.2 A verbal approval by the LARA Chairman, or other LARA board member, the Contract Administrator or by any other employee or agent of LARA, of any part of Contractor's performance does not waive compliance with this written Agreement or establish a standard of performance other than that required by this Agreement and by law.

9.0 INSPECTIONS AND AUDITS:

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

10.0 ENFORCEMENT:

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

11.0 AMBIGUITIES:

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

12.0 SURVIVAL:

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

13.0 PARTIES IN INTEREST:

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

14.0 SUCCESSORS AND ASSIGNS:

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

15.0 BUSINESS STRUCTURE AND ASSIGNMENTS:

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

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

16.0 REMEDIES CUMULATIVE:

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

17.0 CONTRACTOR DEBT:

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

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EXHIBIT "A"
DEFINITIONS

1.0 **DEFINITIONS:**

As used in this Contract, the following words and phrases shall have the meaning set out below unless a different meaning clearly appears from the context in which the term appears:

"LARA" shall mean the Land Assemblage Redevelopment Authority, a local government corporation whose address is as follows:

Land Assemblage Redevelopment Authority
Attn: David Collins, Chairman
P.0. Box 1562
Houston, Texas 77251-1562

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

"Contract" shall mean this agreement, approved by the governing body for the performance of the work or service, as set forth in the documents and specifications.

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

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

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

"Contract Term" is defined in Article IV.

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

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

"Contract Award Notice" means the official notification substantiated by the Notice to Proceed issued by the LARA Chairman to the Contractor.

"Contract Sum" shall mean the sums set out in full in Article V.

"Debris/Rubbish/Trash" Shall mean all bottles, cans, paper, loose building materials, felled trees, pieces of concrete, brick, rock or mortar, etc., or any other municipal solid waste, appliances and any other refuse whether loose or bagged and organic debris/waste.

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

"Established Supplier" is defined as any company who engages in any practice or trade, or method of dealing regularly in a place, vocation or trade as to justify an expectation that the Contractor can be expected to perform in a satisfactory manner with respect to this Contract.

"First Cut--Weed Mowing" shall mean the cutting of grass and/or weeds on a lot that has not been attended to for over one calendar year (as determined by LARA), within the specified height in Section 6.2, with a mechanical devise or scythe. Grass and/or weed cuttings shall be mulched and shall remain on the serviced site. First Cut-Weed Mowing includes debris removal up to 5 (five) cubic yards.

"Governing Body" means the Mayor, City Council of the City of Houston and LARA Board of Directors.

"Hazardous Waste" The Resource Conservation and Recovery Act (RCRA) defines "hazardous solid waste" as any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations, and from community activities...It exceeds the specified threshold levels for any one of the four characteristics of ignitability, corrosively, reactivity and toxicity.

Some hazardous materials that are easily identified are: sealants, pesticides, adhesives, herbicides, paints, paint thinner, solvents, automotive parts cleaners, wood sealants, lacquers, caustics, fungicides, acids, oil, and gas or diesel fuel. This is not a complete listing of all hazardous materials; however, these items are representative of many common materials frequently dumped.

Notation #1: The Contractor should note that medical waste can also be defined as either hazardous or non-hazardous. The EPA has listed over 500 chemicals or species, which when discarded or spilled are hazardous wastes. Therefore, when in doubt, upon discovery of any foreign materials, please immediately notify the Houston Police Department.

"Herbicides" shall mean chemicals used to clear waste ground, industrial sites, etc...

"Insecticide" shall mean a chemical substance used to kill insects.

"Industrial Waste" Solid, non- hazardous waste generated by industrial or manufacturing processes and is typically landfill - disposable.

"Mulch" shall mean to crush, pulverize, or grind to a uniform consistency by mechanical means any organic matter two inches (2") in diameter or less, through the use of a mechanical mulcher or grinder meeting industry standards for on-site, heavy-duty recyclable grinding of organic materials. All mulched residual material shall be returned to the lot and graded accordingly. If any other mechanical means achieves the same results as mulching, the Contractor is not required to utilize a mulcher.

"Municipal Solid Waste" solid waste resulting from or incidental to municipal, community, commercial, institutional and recreational activities; including garbage, rubbish, ashes, street cleanings, dead animals, and all other solid waste other than industrial waste.

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

"Organic Debris/Waste" shall mean any plant matter, cuttings and residuals from mowing, trees, standing dead trees, shrubs, branches, bushes, or other brush, and other smaller uncultivated vegetation, not constituting added landscaping features, are to be considered as such.

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

"Site(s)" shall mean any location of public or LARA owned properties in the City of Houston, Harris, County as defined by the City of Houston Department of Planning and Development. On sites with a concrete slab or foundation, the Contractor must mow around the foundation or slab. Drainage ditches, bridges or other culverts along any public ways adjoining the property must be cleared. Site locations may vary according to maintenance requirements, seasons of the year, weather conditions and other unknown variables.

"Special Waste" shall include, but is not limited to used batteries and medical waste.

Notation #2: The removal and disposition of abandoned automobiles is not a part of the Scope of Services under this contract.

"Surety" shall mean the party who is legally bound with and for the Contractor to insure the payment of all lawful debts pertaining to and for the acceptable performance of the Contractor.

"Tires" tires will include but not be limited to those commonly referred to as passenger and truck tires, commercial industrial off-road and agricultural tires, with or without wheels attached. Passenger tires include those tires most commonly found on passenger cars, SUVs, motorcycles, and pick- up trucks. Commercial truck tires are those tires most commonly found on 18-wheelers. Commercial industrial off-road and agricultural tires are those tires most commonly found on construction and farm equipment.

"Trees" shall mean a woody plant with a single trunk measuring at least 3" in diameter.

"Routine Cut-Weed Mowing" shall mean the cutting of grass and/or weeds on a lot that has been attended to at least once in the past calendar year (as determined by LARA), within the specified height in Section 6.2, with a mechanical devise or scythe. Grass and/or weed cuttings shall be mulched and shall remain on the serviced site. Routine Cut-Weed Mowing includes debris removal up to 3 (three) cubic yards.

"Priority Cut-Weed Mowing" shall mean any First Cut or Routine Cut that must be completed within 72 hours of having received the Work Order

"Weed" shall be defined for purposes of this contract as any vegetative material growing in an area where it is not intended or desired

"Work Order" shall mean authorization to begin work. Work orders shall be delivered in a format approved by the Contract Administrator. Delivery may be by electronic means or hard copy, including but not limited to faxes and email.

"Building Official or Department of Neighborhoods" shall mean any of the following types of actions to be removed: demo, post address, weed, certificate of compliance, gas line, water/sewer disconnect, etc.

EXHIBIT "B"
LIST OF PROPERTIES

EXHIBIT "C"
DIGITAL PHOTO

EXHIBIT "D"
LARA NEIGHBORHOOD BOUNDARY MAPS

EXHIBIT "E"
TABULATION SHEET

EXHIBIT "F"
EQUAL EMPLOYMENT OPPORTUNITIES

EXHIBIT "G"
MWBE REQUIREMENTS

RESPONSIVENESS & RESPONSIBLENESS EVALUATION ASSESSMENT
SOLICITATION NO.: T24054

To simplify the review process and to obtain the maximum degree of comparability, the Offeror(s) must provide the responses to the items set forth below and include this information as requested in their bid packet; to allow for the evaluation committee to conduct a thorough assessment of the Offeror(s) experience and capabilities. Moreover, Offeror(s) are encouraged to include additional relevant and supporting information to demonstrate their qualifications.

1.0 EXPERTISE/EXPERIENCE/QUALIFICATION STATEMENT:

1.1 Provide a brief statement describing the Offeror's background information, history, resources and/or track record. Please limit to three (3) pages.

1.2 Provide an organizational chart of proposed team or staff for this project.

1.3 Provide resumes of key personnel whom will be responsible for the delivery of the services/project.

1.4 Provide copies of key personnel certifications and/or licenses.

2.0 FINANCIAL STATEMENTS:

2.1 Submit your company's audited annual financial statements, in accordance with and as defined in the Financial Accounting Standards Board (FASB) regulation(s) for the past two years. In addition, include your and Dunn & Bradstreet Report or Federal Tax Forms Filed to the Internal Revenue Service (IRS) for the past two years.

3.0 SITE INSPECTION:

3.1 LARA reserves the right to inspect the bidder's current place of business to evaluate equipment condition and capabilities, staff experience, training and capabilities, and storage capabilities as they relate to the performance of this contract.

4.0 QUALITY AND WORKMANSHIP:

4.1 The bidder must be able to demonstrate upon request that it has satisfactorily performed services similar to the services specified herein. The bidder will provide records of warranty and repair services upon request by LARA. LARA shall be the sole judge as to whether the services performed are similar to the scope of services contained herein and whether the bidder is capable of performing such services.

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EVALUATION AND SELECTION PROCESS
SOLICITATION NO.: T24054

1.0 EVALUATION SUMMARY:

1.1 An evaluation committee will develop a short list of Offeror(s) based upon the initial review of each Bid received. The short listed Offeror(s) may be scheduled for a structured oral presentation, demonstration, site visit and/or interview. Such presentations will be at no cost to LARA. At the end of the oral presentation, demonstration and/or interview, the evaluation of the short listed Offeror(s) will be completed. However, the evaluation committee reserves the right to issue letter(s) of clarity when deemed necessary to any or all Offeror(s). The oral presentations, demonstrations, site visits and/or interview may be recorded and/or videotaped.

2.0 SELECTION PROCESS:

2.1 The award of this Contract(s) will be made to the respondent(s) offering the response which best meets the needs of LARA. LARA may make investigations, as it deems necessary, to determine the capabilities of the Offeror(s) to create, modify and implement the required application modules. The Offeror(s) shall furnish to the LARA such data as the LARA may request for this purpose. LARA reserves the right to reject any offer if the evidence submitted by or the investigation of the Offeror(s) fails to satisfy LARA or the Offeror(s) is deemed unqualified to provide the services contemplated. Each Offeror will be evaluated on the basis of the following evaluation criteria that are listed in order of importance below:

2.1.1	Cost	35%
2.1.2	Expertise / Experience / Qualifications	30%
2.1.3	Financial Strength of Offeror	15%
2.1.5	M/WBE Participation	10%
2.1.4	Conformance to RFP Requirements	10%

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EXHIBIT I – CONTRACTOR'S QUESTIONNAIRE
SOLICITATION NO.: T24054

In order to receive bid award consideration, the bidder must be able to demonstrate that they are currently providing or have had at least one contract, as a prime contractor, for the required Services that is similar in size and scope to this RFP requirement. Bidder must have references documenting that it has performed the required RFP services. The reference(s) should be included in the space provided below. Please attach another piece of paper if necessary. **Bidder's capability and experience shall be evaluated and a factor in determining the Contractor's responsibility.**

LIST OF PREVIOUS CUSTOMERS

1. Name: _____ Phone No.: _____
   Address: _____
   Contract Award Date: _____ Contract Completion Date: _____
   Contract Name/Title: _____
   Project Description: _____
   _____

2. Name: _____ Phone No.: _____
   Address: _____
   Contract Award Date: _____ Contract Completion Date: _____
   Contract Name/Title: _____
   Project Description: _____
   _____

3. Name: _____ Phone No.: _____
   Address: _____
   Contract Award Date: _____ Contract Completion Date: _____
   Contract Name/Title: _____
   Project Description: _____
   _____

EXHIBIT II – LIST OF SUBCONTRACTOR(S)
SOLICITATION NO.: T24054

The following is a list of Subcontractors we propose to engage on the following items of Work. Any item of Work which does not designate a Subcontractor will be done by the firm submitting the Proposal.

SEGREGATED PART OF WORK	SUBCONTRACTOR/SUPPLIER

EXHIBIT III – MINORITY/WOMEN BUSINESS ENTERPRISES CONTRACT REQUIREMENTS

SOLICITATION NO.: T24054

EXHIBIT III – ATTACHMENT "A": SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO.: T24054

DATE OF REPORT: _____

BID NO.: _____

FORMAL BID TITLE: _____

NAME OF MINORITY/WOMEN SUBCONTRACTOR	OFFICE OF BUSINESS OPPORTUNITY CERTIFICATION NO.	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHONE NO.	SCOPE OF WORK	AGREE PRICE

TOTAL. . . . . $_____

M/WBE PARTICIPATION AMOUNT. . . . . $_____%

TOTAL BID AMOUNT . . . . . $_____

EXHIBIT III – ATTACHMENT "A" (CONTINUED): SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO.: T24054

IF YOU HAVE USED YOUR BEST EFFORTS TO CARRY OUT THE CITY'S M/WBE POLICY BY SEEKING SUBCONTRACTS AND SUPPLY AGREEMENTS WITH MINORITY AND WOMEN BUSINESS ENTERPRISES, YET FAILED TO MEET THE STATED PERCENTAGE GOAL OF THIS BID DOCUMENT, LIST BELOW YOUR GOOD FAITH EFFORTS FOR COMPLIANCE (DEFINITION OF REQUIREMENTS CAN BE OBTAINED THROUGH OFFICE OF BUSINESS OPPORTUNITY AT (713) 837-9000).
THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE MINORITY AND/OR WOMEN SUBCONTRACTORS AND SUPPLIERS LISTED IN THIS SCHEDULE CONDITIONED UPON AWARD OF A CONTRACT FROM THE CITY. **NOTE:** **ALL FIRMS LISTED ABOVE MUST BE CERTIFIED (OR ELIGIBLE FOR CERTIFICATION) BY THE OFFICE OF BUSINESS OPPORTUNITY.** **THIS SCHEDULE OF M/WBE PARTICIPATION SHOULD BE RETURNED, IN DUPLICATE, WITH THE BID FORM.**

_____

BIDDER COMPANY NAME

_____

SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER

_____

NAME (TYPE OR PRINT)

_____

TITLE