

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

LANDSCAPE CONSULTANTS OF
TEXAS, INC., and
METROPOLITAN LANDSCAPE
MANAGEMENT, INC.,

Plaintiffs,

v.

CITY OF HOUSTON, TEXAS, and
MIDTOWN MANAGEMENT
DISTRICT,

Defendants.

Civil Action No. 4:23-cv-3516

**COMPLAINT FOR
DECLARATORY AND
INJUNCTIVE RELIEF**

JURY TRIAL DEMANDED

INTRODUCTION

1. This is an Equal Protection Clause challenge to the City of Houston and Midtown Management District's requirements for awarding public contracts based on the race of the bidding company's owner.

2. Plaintiffs Landscape Consultants of Texas, Inc. (Landscape Consultants), and Metropolitan Landscape Management, Inc. (Metropolitan), are two Houston-area small businesses that share approximately fifty employees. When they bid for local public contracts, Landscape Consultants and Metropolitan cannot compete on an equal footing with other businesses due to policies of Defendants City of Houston and Midtown Management District that give preferences to businesses owned by racial minorities.

3. Although most of Landscape Consultants' and Metropolitan's employees are racial minorities, the owners are not. These businesses are thus placed at a disadvantage just because their owners are not from a preferred race. Picking winners and losers based on race violates the Equal Protection Clause of the Fourteenth Amendment to the U.S. Constitution.

JURISDICTION AND VENUE

4. Plaintiffs bring this civil rights lawsuit pursuant to 42 U.S.C. §§ 1981 & 1983, for the violation of rights secured by the Fourteenth Amendment to the United States Constitution and to secure their rights to equal protection and equal benefit of the laws.

5. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 (federal question) and 1343 (civil rights). Declaratory relief is authorized by the Declaratory Judgment Act, 28 U.S.C. §§ 2201–2202.

6. Venue is proper under 28 U.S.C. § 1391(b), on the ground that all or a substantial part of the acts giving rise to Plaintiffs' claims have occurred or will occur in the Southern District of Texas.

PARTIES

7. Plaintiff Landscape Consultants of Texas, Inc., is a Texas corporation with its principal place of business in Spring, Texas. Landscape Consultants is 51 percent owned and controlled by a male individual who does not qualify as a Minority Business Enterprise (MBE) under the City's MBE

ordinance. Landscape Consultants has bid on landscaping contracts offered by Defendant City of Houston in the past, and stands ready, willing, and able to bid on government contracts in the greater Houston area.

8. Plaintiff Metropolitan Landscape Management, Inc., is a Texas corporation with its principal place of business in Spring, Texas. Metropolitan is 51 percent owned by a female individual who does not exercise day-to-day control and does not qualify as an MBE under the City's MBE ordinance. Metropolitan has bid on landscaping contracts offered by Defendant Midtown Management District in the past, and is ready, willing, and able to bid on government contracts in the greater Houston area.

9. Defendant City of Houston is a municipality of the State of Texas. A municipality is a "person" subject to suit under 42 U.S.C. § 1983. *Monell v. Dep't of Social Services of City of New York*, 436 U.S. 658, 690 (1978). Through the City's Office of Business Opportunity (OBO), the City and its agents are responsible for implementing and enforcing the City's minority set-aside program. Houston Code § 15-84(b).

10. Defendant Midtown Management District (MMD) is a special district created under Section 59, Article XVI of the Texas Constitution and operates under Chapter 375 of the Texas Local Government Code and Chapter 3809 of the Texas Special Districts Local Laws Code. A special district is a political subdivision that qualifies as a "person" subject to suit under 42 U.S.C.

§ 1983. *Mt. Healthy City Sch. Dist. Bd. of Educ. v. Doyle*, 429 U.S. 274, 280 (1977). Through its Board of Directors, who were appointed by the Houston Mayor and City Council, MMD and its agents are responsible for implementing and enforcing MMD's minority set-aside programs. Tex. Local Gov't Code § 375.222.

FACTUAL ALLEGATIONS

The Plaintiff Companies

11. Landscape Consultants and Metropolitan are family businesses owned by Gerald and Theresa Thompson. The companies share approximately fifty employees.

12. Since 2006, they have provided full-service landscaping across the Houston metro area, including irrigation installation, landscape design, and routine maintenance.

13. Both companies have a successful track record; they have a history of winning and delivering on large public contracts with the City, Harris County, and local government agencies, including a \$1.5 million flood control tree planting and maintenance contract for Harris County. Due to their quality performance and fair pricing, Landscape Consultants and Metropolitan's public contracts are routinely renewed, and government agencies seek the companies out for assistance when other contractors fail to deliver.

14. Much of Metropolitan and Landscape Consultants' business depends on winning government landscaping contracts, which account for between 80–90 percent of their annual revenue.

Houston's Racial Set-Aside Program

The MWSBE Program Requirements

15. The City has operated a racial set-aside program since 1984. It is City policy to “stimulate the growth of local minority, women, and small business enterprises by encouraging the full participation of these business enterprises in various phases of city contracting.” Houston Code § 15-81(a).

16. To further this policy, the City Council sets annual citywide percentage goals for awarding City contracts in construction, goods and nonprofessional services, and professional services to businesses that either (1) are owned by racial minorities, known as “minority business enterprises” or “MBEs,” (2) are owned by women, known as “women business enterprises” or “WBEs,” or (3) qualify as “small business enterprises” or “SBEs.” Houston Code § 15-83(b). Collectively, MBEs, WBEs, and SBEs are referred to as “MWSBEs.”

17. Landscape Consultants and Metropolitan do not challenge the City's preference program for either woman-owned business enterprises or small business enterprises.

18. City ordinance defines “minority business enterprise” or “MBE” as a business in which at least 51 percent of the ownership, stock, or assets is owned, controlled, and managed by “minority persons.” Houston Code § 15-82.

19. The City in turn defines “minority person” along strict racial and ethnic lines as “a citizen or legal resident alien of the United States who is:

- a. Black American, which includes persons having origins in any of the black racial groups of Africa;
- b. Hispanic American, which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- c. Asian-Pacific American, which includes persons having origins from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu [sic], Nauru, the Federated States of Micronesia, or Hong Kong, or the region generally known as the Far East;
- d. Native American, which includes persons having origins in any of the original people of North America, American Indian, Eskimo, Aleut, Native Hawaiian; or

- e. Subcontinent Asian American, which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka.”

Houston Code § 15-82.

20. The citywide overall goal for construction contracts awarded to MWSBEs, which has remained the same for a decade, is 34 percent of overall contracting dollars spent. The citywide goal for professional services contracts awarded to MWSBEs is 24 percent, and goods and nonprofessional services contracts awarded to MWSBEs is 11 percent.

21. City departments are required to set contract-specific percentage goals for construction contracts in excess of \$1 million, goods and nonprofessional services contracts in excess of \$100,000, and professional service contracts in excess of \$50,000. Houston Code §§ 15-82, 15-83(c)(2); Office of Business Opportunity, Policies and Procedures (Feb. 2, 2022) at 22.¹ These contract-specific goals are not required in specific circumstances, such as during a state of public or administrative emergency, or if the possible MWSBE participation level is negligible. Houston Code § 15-83(c)(1).

22. City construction contracts include separate percentage goals for MBEs and WBEs. SBEs may be used to fulfill up to 4 percent of either the MBE

¹ Available at <https://www.houstontx.gov/obo/docsandforms/OBO-Policies-and-Procedures-20220202.pdf>

or WBE goal. City contracts for professional services or goods and nonprofessional services have combined MWBE percentage goals. These combined goals may be met with MBE participation, WBE participation, or a combination of both that may also include up to 4 percent SBE participation.

23. Prior to bidding on any City contract, bidders must submit a plan explaining how they will meet the contract-specific goal or provide proof that they took specific steps demonstrating a genuine good faith effort to obtain MWSBE participation.

24. Failure to prove good faith efforts can lead to a five-year suspension from all City contracts. Houston Code § 15-86(a).

The MWSBE Program's Justification

25. At least every five years, the City “shall make its best efforts” to review the minority business enterprise program so that the City Council may determine whether there is “strong statistical and anecdotal evidence of discrimination” against minority business enterprise in city contracting that warrants a continued race-conscious policy. Houston Code § 15-81(b).

26. The City undertakes this review of its MWSBE program through comprehensive disparity studies. The most recent comprehensive disparity study is dated December 31, 2006.²

² The City of Houston Disparity Study, Mason Tillman Associates, December 2006, <https://www.houstontx.gov/obo/docsandforms/2006-COH-Disparity-Study.pdf>

27. The City contracted for but never released a 2016 comprehensive disparity study.

28. The City recently engaged a consulting firm to provide a new disparity study.

How the MWSBE Program Affects the Plaintiff Businesses

29. Landscape Consultants is currently in year three of a \$1.3 million, five-year contract with the City. The contract-specific goal for MWBEs in this nonprofessional services contract is 11 percent of the total contract value.

30. This means that Landscape Consultants must take at least \$143,000 of work away from its (largely minority) staff, even though they are capable of doing the work, and pay a competitor to do the work—solely because of the race of Landscape Consultants' owner and the race of its competitor's owner.

31. Similarly, when bidding on a contract, Plaintiffs' bid must compensate for the percentage of the total contract value that must be given away to an MBE or WBE.

32. Plaintiffs' competitors, who are certified MWBEs, are not required to give away the entire value of the contract-specific goal or compensate for such loss in their bids.

33. Plaintiffs have no plain, speedy, and adequate remedy at law for this violation of their right to equal protection. Damages are indeterminate or unascertainable and would not fully redress Plaintiffs' harm.

MMD's Racial Set-Aside Program

The MWDBE Program

34. Defendant MMD enforces a race-based bid evaluation system for public contracts. This system awards bonus points to bids from "minority, women, and disadvantaged business enterprises" (MWDBEs) that are certified by the City, the Houston Minority Business Council, or the "Houston Women's Business Council."

35. MMD communicates its MWDBE program to bidders through bid documents accompanying each contract, which contain a paragraph advising bidders that "[i]t is the policy of the Midtown District to stimulate the growth of minority, women, and disadvantaged business enterprises by encouraging the full participation of MWDBE businesses in all phases of its procurement activities and affording those firms a full and fair opportunity to compete for contracts." *See, e.g.*, Ex. 1-4.

36. MMD also communicates its MWDBE policy through its published criteria for evaluating bids. Bidders may earn up to 100 points across four categories. Ten points are awarded for being a minority business enterprise.

The other three categories and their point allocations have changed over the years, but the 10 points awarded to MWDBEs remains constant. *Id.*

37. Businesses that are not certified MWDBEs can never receive these 10 points and are therefore put at a significant disadvantage because of their race.

38. MMD did not conduct a market study to support its policy that awards points based on the race of a business's owner.

How MMD's race-based programs affect Plaintiff Businesses

39. Plaintiff Metropolitan has successfully bid on MMD contracts since the early 2000s.

40. Plaintiffs are majority-owned by individuals who cannot qualify as minority-owned and cannot qualify for an MWDBE preference. Plaintiffs cannot be certified as an MBE or WBE by the City.

41. In 2022, Metropolitan bid for the Field Maintenance Services Project, a contract it had repeatedly won for the last fifteen years. Bids were evaluated on the following point scale:

- Financial considerations – 50 points
- Organizational Qualifications and References – 25 points
- Proposed Approach – 15 points
- Minority, Women, Disadvantaged Enterprise (MWDBE) – 10 points

Only the 10 MWDBE points are awarded on an all-or-nothing basis. Ex. 3.

42. The successful bidder and highest point-scorer earned 87.68 points total, including 10 points awarded in the MWDBE category for being certified as a minority and women-owned business enterprise. Metropolitan scored the second highest, with 84.98 points total. Metropolitan received zero MWDBE points.

43. The following chart shows bidders on the project and their point scores:

Midtown Management District - Field Maintenance Services Project
November 2022

	Financial Considerations	Organizational Qualifications and References	Proposed Approach	Minority, Women, Disadvantaged Business Enterprise (MWDBE)	Comments	AVG TOTAL	
ASSIGNED WEIGHT	0.50	0.25	0.15	0.10			
	50.00	14.63	10.28	10.00		84.90	
Metropolitan Landscape Management	46.14	24.58	14.25	0.00		84.98	
	23.14	12.71	2.88	0.00		38.73	
	44.10	21.08	12.50	10.00		87.68	*
	37.48	18.83	11.50	10.00		77.82	
	20.41	20.58	11.83	0.00		52.82	

* - Contract Award

44. If not for the 10 MWDBE points that were awarded to the successful bidder and not awarded to Metropolitan on the basis of its owner's race, Metropolitan would have scored higher than all other bidders and secured the \$350,000 contract.

45. Plaintiffs would like to bid on MMD contracts in the future but cannot submit competitive bids for many or all of those contracts due to the 10-point disadvantage they suffer as non-MWDBE certified businesses.

46. Plaintiffs have no plain, speedy, and adequate remedy at law for this violation of their right to equal protection. Damages are indeterminate or unascertainable and would not fully redress Plaintiffs' harm.

FIRST CLAIM FOR RELIEF

The City of Houston's MBE Program Violates the Equal Protection Clause of the Fourteenth Amendment, through 42 U.S.C. § 1983

47. Plaintiffs allege and incorporate by reference the allegations in the preceding paragraphs of this Complaint.

48. The City's MWSBE program treats businesses differently based on the race of their owners.

49. Because the City's MWSBE program grants special preferences to businesses based on the race of the business owner, it must satisfy strict scrutiny.

50. The City does not have a compelling governmental interest that justifies the MWSBE program's racial classifications.

51. The City lacks a strong basis in evidence that its MBE goals are related to remedying the past or present effects of racial discrimination in any particular industry or in the City.

52. The MWSBE program's racial classifications are not narrowly tailored to meet any such compelling interest.

53. Because the City's MWSBE program uses racial classifications to award public contracts, furthers no compelling interest, and is not narrowly tailored, it violates the Equal Protection Clause.

54. Plaintiffs have been in the past and, unless enjoined by this Court, will continue to be harmed in the future by the City's MWSBE program.

55. Accordingly, Plaintiffs are entitled to injunctive and declaratory relief.

SECOND CLAIM FOR RELIEF

MMD's MWDBE Program Violates the Equal Protection Clause of the Fourteenth Amendment, through 42 U.S.C. § 1983

56. Plaintiffs allege and incorporate by reference the allegations set forth in the preceding paragraphs of this Complaint.

57. MMD's MWDBE program treats businesses differently based on the race of their owners.

58. Because MMD's MWDBE program grants special preferences to businesses based on the race of the business owner, it must satisfy strict scrutiny.

59. MMD does not have a compelling governmental interest that justifies the MWDBE program's racial classifications.

60. MMD lacks any basis, let alone a strong basis in evidence, that its 10-point MBE set-aside is necessary to remedy past or present racial discrimination.

61. The City of Houston's racial classifications as adopted by MMD's MWDBE policy are not narrowly tailored to a compelling governmental interest.

62. The MWDBE policy's broad borrowed definition of "minority persons" and its crude division between minority and nonminority owned businesses are beyond the scope of what is constitutionally permissible to remedy past intentional discrimination by MMD.

63. Plaintiffs have been in the past, and unless enjoined by this Court, will in the future be harmed by MMD's MWDBE program.

64. Plaintiffs are entitled to injunctive and declaratory relief.

THIRD CLAIM FOR RELIEF

City of Houston's MBE Program Violates Plaintiffs' Equal Rights Under the Law, through 42 U.S.C. § 1981

65. Plaintiffs allege and incorporate by reference the allegations set forth in the preceding paragraphs of this Complaint.

66. Plaintiffs are "persons" within the meaning of 42 U.S.C. § 1981.

67. The City of Houston's MBE Program discriminates on the basis of race in violation of 42 U.S.C. § 1981.

68. The City of Houston's Program granting preferential treatment on the basis of race denies Plaintiffs the full and equal benefit of the laws within the meaning of 42 U.S.C. § 1981.

69. Plaintiffs are entitled to injunctive and declaratory relief.

FOURTH CLAIM FOR RELIEF

MMD's MWDBE Program Violates Plaintiffs' Equal Rights Under the Law, through 42 U.S.C. § 1981

70. Plaintiffs allege and incorporate by reference the allegations set forth in the preceding paragraphs of this Complaint.

71. Plaintiffs are "persons" within the meaning of 42 U.S.C. § 1981.

72. MMD's MWDBE Program discriminates on the basis of race in violation of 42 U.S.C. § 1981.

73. MMD's Program granting preferential treatment on the basis of race denies Plaintiffs the full and equal benefit of the laws within the meaning of 42 U.S.C. § 1981.

74. Plaintiffs are entitled to injunctive and declaratory relief.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that the Court:

1. Declare the City of Houston's MWSBE program unconstitutional under the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution and 42 U.S.C. §§ 1981 & 1983;

2. Permanently enjoin the City of Houston from operating its MWSBE program or using similar racial preferences in the award of public contracts;

3. Declare Midtown Management District's MWDBE policy unconstitutional under the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution;
4. Permanently enjoin Midtown Management District from operating its MWDBE policy or using similar racial preferences in the award of public contracts;
5. Issue an award of attorneys' fees and costs in this action pursuant to Federal Rule of Civil Procedure 54(d) and 42 U.S.C. § 1988; and
6. Provide such other and further relief as the Court deems just and proper.

DATED: September 19, 2023.

Respectfully submitted,

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**Pro Hac Vice forthcoming*

Counsel for Plaintiff

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Landscape Consultants of Texas, Inc., and Metropolitan Landscape Management, Inc.

(b) County of Residence of First Listed Plaintiff Harris (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Erin Wilcox, Pacific Legal Foundation, 555 Capitol Mall, Suite 1290, Sacramento, CA 95814, (916) 419-7111

DEFENDANTS

City of Houston, Texas, and Midtown Management District

County of Residence of First Listed Defendant Harris (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, INTELLECTUAL PROPERTY RIGHTS, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Personal Injury, Real Estate, Labor, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 42 U.S.C. §§ 1981 & 1983

Brief description of cause: This is a challenge to the Defendants' requirements for awarding public contracts based on the race of the bidding company's owner.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: [X] Yes [] No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 9/19/2023 SIGNATURE OF ATTORNEY OF RECORD s/ Erin E. Wilcox

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

EXHIBIT 1

Midtown Management District
Invitation to Bid
Field Maintenance Services Project

Dated Issued: October 19, 2017

The Midtown Management District (the “Midtown District”) seeks a qualified, experienced, and professional contractor to provide landscape maintenance and general cleanup services in public spaces and right-of-ways of the streets within the boundaries of the Midtown District. Prospective Responders are invited to submit their bids and qualifications.

BACKGROUND: The area commonly known as “Midtown” is a mixed-use urban area located generally between the Houston Central Business District and the Texas Medical Center.

The Midtown District has established a Services and Maintenance Program to support the revitalization and redevelopment of Midtown. The goal of the Services and Maintenance Program is to enhance the Midtown’s pedestrian nature, viability, and image by providing well-maintained public spaces and rights-of-way. The Field Maintenance Services Project is designed to help achieve this goal by providing landscape and maintenance services and the removal of trash, debris, and other unsightly objects in the public rights-of-way of the Midtown District.

PROJECT: The Midtown District’s Field Maintenance Services Project is intended to provide daily landscape maintenance and general cleanup services in public spaces and along the right-of-way of the streets throughout the entire Midtown District. A map showing the boundaries of the Midtown District is attached hereto as *Exhibit C*.

SCOPE OF SERVICES: The selected contractor shall furnish all personnel, materials, tools, equipment, and services required to provide daily landscape maintenance and general cleanup services including mowing, edging, weeding, blowing, hand irrigation, power washing, tree trimming, trash collection, debris and litter removal in public spaces and right- of-ways in Midtown. The Field Maintenance Services contractor will provide at least six (6) full-time employees to perform field maintenance services a minimum of eight (8) hours per day, five (5) days per week (Monday through Friday). A more detailed description of the services required is set forth in the “Scope of Services (General Provisions)” attached hereto as *Exhibit A* and in the “Scope of Services (Specific Provisions)” attached hereto as *Exhibit B*. The anticipated project start date is January 2, 2018 or such other date as determined by the Midtown District.

PRICE PROPOSAL: Please provide a price proposal to accomplish the scope described above. Responders must complete the “Official Midtown District Bid Form” attached hereto as *Exhibit D*.

This invitation for bid should not be construed as an agreement to purchase goods or services. The District reserves the right to reject any or all bids.

ADDITIONAL INFORMATION: In addition to providing background information regarding the organization, including years in existence, key personnel, experience and expertise, Responders should also provide references and specific examples of work on similar projects, including name of project, name, physical address, email address and phone number of contact person, and a narrative description of

the services provided. Please feel free to include any other information you deem relevant to this Project for consideration and review by the Midtown District.

INSURANCE REQUIREMENTS: Responders must provide proof of insurance with, at a minimum, the following coverage and limits of liability:

<u>Coverage</u>	<u>Limit of Liability</u>
Worker’s Compensation	Statutory for Workers Compensation
Employer’s Liability	Bodily Injury \$1,000,000
Comprehensive Commercial General Liability, Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, and Completed Operations	Combined limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
Automobile Liability Insurance (for automobiles used by the contractor in the course of its performance under the Agreement including employer’s non-owned and hired auto coverage)	\$1,000,000 combined single limit per occurrence

If the required insurance is not in place at the time responses are submitted, responders must show evidence of insurability at the above described coverage limits, which evidence can be in the form of a valid insurance quote or such other evidence of insurability acceptable to the Midtown District. Alternatively, the responders may submit a copy of a valid Certificate of Insurance with the above coverage and limits of liability as proof of insurance.

Insurance must be in effect at the time a Contract is executed with the successful bidder.

PARTICIPATION OF MINORITY, WOMEN, AND DISADVANTAGED BUSINESS

ENTERPRISES (MWDBE): It is the policy of the Midtown District to stimulate the growth of minority, women, and disadvantaged business enterprises (MWDBEs) by encouraging the full participation of MWDBE businesses in all phases of its procurement activities and affording those firms a full and fair opportunity to compete for contracts. MWDBE firms must be certified by the City of Houston, Houston Minority Business Council, and /or the Houston Women’s Business Council. Proof of such certifications should be included with the Response.

EVALUATION CRITERIA: The Selection Team will evaluate Responses in accordance with the following criteria:

<u>Criteria</u>	<u>Weight (%)</u>
a. Pricing	60 %
b. Performance of Similar Work	25 %
c. Minority/Woman/Disadvantaged Business Status	10 %
d. Years in Business	<u>5 %</u>
Total	100 %

CONTRACT AWARD AND TERMS: The Midtown District will negotiate final contract terms upon selection. Any contract presented is subject to review by the Midtown District staff and its legal counsel. Final approval and contract award will be by the Midtown Management District Board of Directors.

PRE-BID CONFERENCE: A Pre-Bid Conference will be held on **October 31, 2017 at 1:00 PM (CST)** at the Midtown District offices located at 410 Pierce Street, Suite 355, Houston, TX 77002. Attendance at the pre-bid conference is strongly encouraged but is not mandatory.

BID SUBMISSION: Three (3) copies of the Response to this Invitation to Bid should be submitted in a single package clearly marked for identification on the outside with the Respondent's name and the words "**Response to Invitation for Bid for Field Maintenance Services**". Responses may be either mailed or hand delivered, provided however that all Responses must be **RECEIVED** on or before **2:00 PM (CST) on November 14, 2017. NO LATE SUBMISSIONS WILL BE CONSIDERED.** Responses should be submitted to:

**Marlon Marshall
Midtown Management District
410 Pierce Street – Suite 355
Houston, TX 77002**

Questions concerning this Invitation To Bid must be submitted via www.CivCastUSA.com (search "Midtown – Landscape and Maintenance Services") on or before 2:00 p.m. (CST) on November 7, 2017.

Exhibit A

Midtown Field Maintenance Services

Scope of Services

(General Provisions)

Contractor shall provide all personnel, materials, tools, equipment, and services required to provide daily general maintenance, landscape and cleanup services including but not limited to mowing, edging, weeding, blowing, hand irrigation, power washing, tree trimming, trash collection, debris and litter removal (“Field Maintenance Services”) in public spaces and right-of-ways in the area commonly known as “Midtown” in the City of Houston, Texas. Contractor will provide at least six (6) full-time employees, one (1) of which shall be a working supervisor, who are assigned solely to perform Field Maintenance Services on behalf of the Midtown District at least five (5) days a week. Each full-time employee shall work a minimum of 40 hours per week within the District and shall at all times be dressed appropriately (specifically, employees shall wear a Midtown uniform consisting of a shirt and vest containing the Midtown name and logo, which shirt and vest will be supplied by the Midtown District). Contractor represents that it has the necessary current licenses, including but not limited to pest control and irrigation licenses, to perform its obligations under this Agreement.

To the extent the Field Maintenance Services to be performed hereunder entails landscape maintenance, such services shall be provided in accordance with the Midtown Field Maintenance Services Specifications set forth in the Scope of Services (Specific Provisions) attached hereto as Exhibit B.

Contractor shall provide at its sole cost and expense two (2) EZ Go Carts or similar type golf cart vehicles for use in trash and debris collection within the Midtown District. At all times while in the Midtown District, vehicles shall display clearly visible signage containing the Midtown District’s name and logo. Any such signage shall be provided by the Midtown District for use by the Contractor and must be surrendered to the Midtown District upon termination of this Agreement. Contractor shall be solely responsible for the disposal of trash and debris collected and shall properly dispose of any such trash and debris in accordance with any applicable municipal, state or federal law.

Contractor shall provide at its sole cost and expense a watering tank for use in hand irrigation within the Midtown District.

Contractor shall provide, at its sole cost and expense, a facility for storage of its materials, tools, and equipment required to provide the services required under this Agreement. The Midtown District shall have no responsibility for any loss or damage to any of the Contractor’s materials, tools or equipment.

Contractor shall provide weekly written reports in form and substance as is required by the Executive Director of the Midtown District or his designee. The form, substance and frequency of such reports shall be in the sole discretion of and may be changed periodically by the Executive Director of the Midtown District or his designee and Contractor shall be given at least 1-week advance notice of such changes in reporting requirements.

Contractor shall coordinate weekly with the Executive Director of the Midtown District or his designee for work assignments and to determine an appropriate schedule for performance of such Field Maintenance Services. In the event of a change in such schedule for any reason, Contractor will notify the Executive Director or his designee immediately of such change.

In the event, Contractor shall be unable to perform the Field Maintenance Services due to inclement weather, such Field Maintenance services shall be performed at the next earliest possible date when inclement weather no longer prohibits Contractor from performing such services.

Exhibit B

Midtown Field Maintenance Services

Scope of Services *(Specific Provisions)*

PART I GENERAL

1.01 SCOPE

A) Work included: perform all work necessary utilizing acceptable horticultural practices for the landscape maintenance of the public spaces and rights of way within the Midtown District. Such work includes, but is not limited to the following:

1. Mowing, edging, and trimming of lawn areas
2. Pruning and trimming of plant material
3. Weeding and cleaning of plant beds
4. Application of fertilizer, insecticides, fungicide, and herbicides
5. Removal of trash, litter and debris
6. Monitor adjustments, coverage and repair of sprinkler systems
7. Hand irrigation of landscaping not serviced by the automatic sprinkler systems
8. Power washing of brick pavers, planters and hardscape material.

B) Related work under a separate contract:

1. Sprinkler repair (excluding that which damaged by Contractor)
2. Plant replacement

C) Extra Services:

All services not covered under this contract shall be considered “**EXTRA SERVICES**” and will be charged separately according to the nature of the task and work involved. **WRITTEN AUTHORIZATION** for **EXTRA SERVICES** must be obtained prior to performance.

1.02 CONTRACTOR’S PERFORMANCE

The Contractor shall perform all work required as necessary to fulfill the intent of the contract. All work shall be performed in a professional manner, noise shall be kept to a minimum and work staged from a location on the site as to not interfere with the users of the site.

1.03 **CONTRACTOR'S RESPONSIBILITIES**

- A) Trees, shrubs or turf that are damaged or killed due to Contractor's operations, chemicals or negligence shall be replaced by the Contractor at no expense to the Midtown District.
- B) Sprinklers or structures that are damaged due to the Contractor's operations or negligence must be repaired or replaced by the Contractor promptly.

1.04 **EMERGENCIES**

The Contractor shall respond to emergency or complaint calls regarding conditions in the public right of way requiring immediate attention, including but not limited to, fallen trees or branches or water leaks. Contractor shall immediately notify the Midtown District of any water leaks or other conditions requiring an immediate response.

PART II **EXECUTION**

2.01 **TURF MAINTENANCE**

- A) Mowing, edging, trimming and blowing.
 - 1. During cool weather mow at 1 1/2", hot weather at a height of 2".
 - 2. Never scalp the lawn or remove more than one half the existing top growth in one mowing.
 - 3. Trim grass around sprinkler heads each time the grounds are mowed.

2.02 **TREE AND SHRUB MAINTENANCE**

- A) Contractor shall be responsible for staking and tying of trees at all times. Broken ties and stakes shall be replaced as needed. Adjustments shall be made from time to time to allow proper growth of the tree.
 - 1. All suckers shall be continually removed.
 - 2. Periodically prune or shape trees to promote correct growth (10' below).
 - 3. Periodically adjust or replace ties and stakes to insure the correct growth of trees.
 - 4. All major pruning shall be done only under the direction of the Midtown District.

2.03 **FERTILIZATION**

A) Yearly Program-Lawn

Mar 1 - Mar 31: 19-5-9 with 50% SCU, 2% FE
May 1- May 31: 19-5-9 with 50% SCU, 2% FE
July 1 - July 31: 19-0-6 with 2% FE
Oct 1 - Oct 31: 8-8-19 Winterize

1. Apply at a rate of 10 lbs/1000 sq. ft. in the spring and fall.
2. Apply at a rate of 7 lbs/1000 sq. ft. in the summer.

B) Shrubs and trees need a 13-13-13 analysis fertilizer but at a rate of 8 lbs/1000 sq. ft.

C) Contractor shall notify the Midtown District prior to fertilization application.

2.04 **PESTICIDES OR CHEMICAL APPLICATIONS**

A) The Contractor is hereby granted permission to use such pesticides and chemicals as found necessary and advantageous. The Contractor assumes all liability for damage and/or injury from use of these products or equipment. The Midtown District shall be notified prior to application and advised of any potential danger associated with the use of these products.

- 1) An approved insecticide shall be used as required for chinch bugs and grubs.
- 2) Plant material insecticides will be used as necessary to control brownpatch.
- 3) Lawn fungicides will be used as required to control brownpatch.
- 4) Plant fungicides shall be used as necessary to control fungus.
- 5) A herbicide spray shall be used to prevent growth in paved areas where vegetation growth is not permitted.

2.05 **HAND IRRIGATION**

A) Contractor shall be responsible for hand watering of landscaping in areas not serviced by automatic sprinkler systems.

2.06 **POWER WASHING**

A) Contractor shall be responsible for power washing of brick pavers, planters, and hardscape material in designated areas of the District.

2.07 **GENERAL CLEAN UP**

- A) The Contractor shall remove and dispose of all waste material or refuse from his operations immediately after maintenance functions have been performed.
 - 1) Leaves, paper, grass clippings or other debris shall be bagged and removed from site during each visit.
 - 2) No turf clippings, litter or debris should be raked or blown in such a way that it ends up on privately owned property, public streets, sidewalks or in the City of Houston's water and sewer system.

Part III SPRINKLER MAINTENANCE SPECIFICATIONS

3.01 SCOPE

- A) Work included: perform all work necessary utilizing acceptable practices for the sprinkler maintenance of the project as required herein. Such work includes but is not limited to:
 - 1) Check controller settings for proper operations.
 - 2) Activate system and check each station for the following:
 - a) Proper valve operation
 - b) Broken lines
 - c) Proper operation of heads and nozzles
 - d) Proper coverage of all landscaped areas
 - e) Proper elevation and alignment of sprinkler heads

- B) Work not included:
 - 1) Repair work on controllers and valves
 - 2) Repair of broken lines
 - 3) Correction of improper elevation of sprinkler heads
 - 4) Placement of donuts

3.02

EXECUTION

- A) The Contractor shall monitor and program the automatic controlling devices to provide optimum moisture levels in all areas.
- 1) Irrigation cycles shall be set to take place prior to sunrise (usually 4:00-5:00 a.m.) unless otherwise instructed by the District. Avoid watering on days scheduled for maintenance visits by landscape personnel.
 - 2) If there is more than one irrigation controller, do not program to water during the same time period, as overdraft of water meters will result. Set controllers so that one finishes water cycle before next one starts.
 - 3) Adjust sprinklers to avoid windows, buildings, and walkways.
 - 4) Replace sprinkler heads damaged by mowers or other maintenance functions. Such repairs or replacements shall be made at no cost to the owner.
 - 5) Clean all clogged nozzles and flush system if necessary.
 - 6) Contractor shall complete a sprinkler check form and return it to the Midtown District after each sprinkler check. This form shall include the following:
 - a) any malfunction in the controller, valves or heads.
 - b) description of areas not receiving coverage.
 - c) work that has been performed.
 - d) work that has not been performed. Specify any problems that exist which cannot be corrected at that time. Include an approximate cost for all repairs which are not included in a sprinkler check.
 - 7) Advise Midtown District in the event that the sprinkler system is not entirely operational. Provide details of the specific work that needs to be completed to repair the sprinkler system.

Exhibit C Map of the Midtown Management District

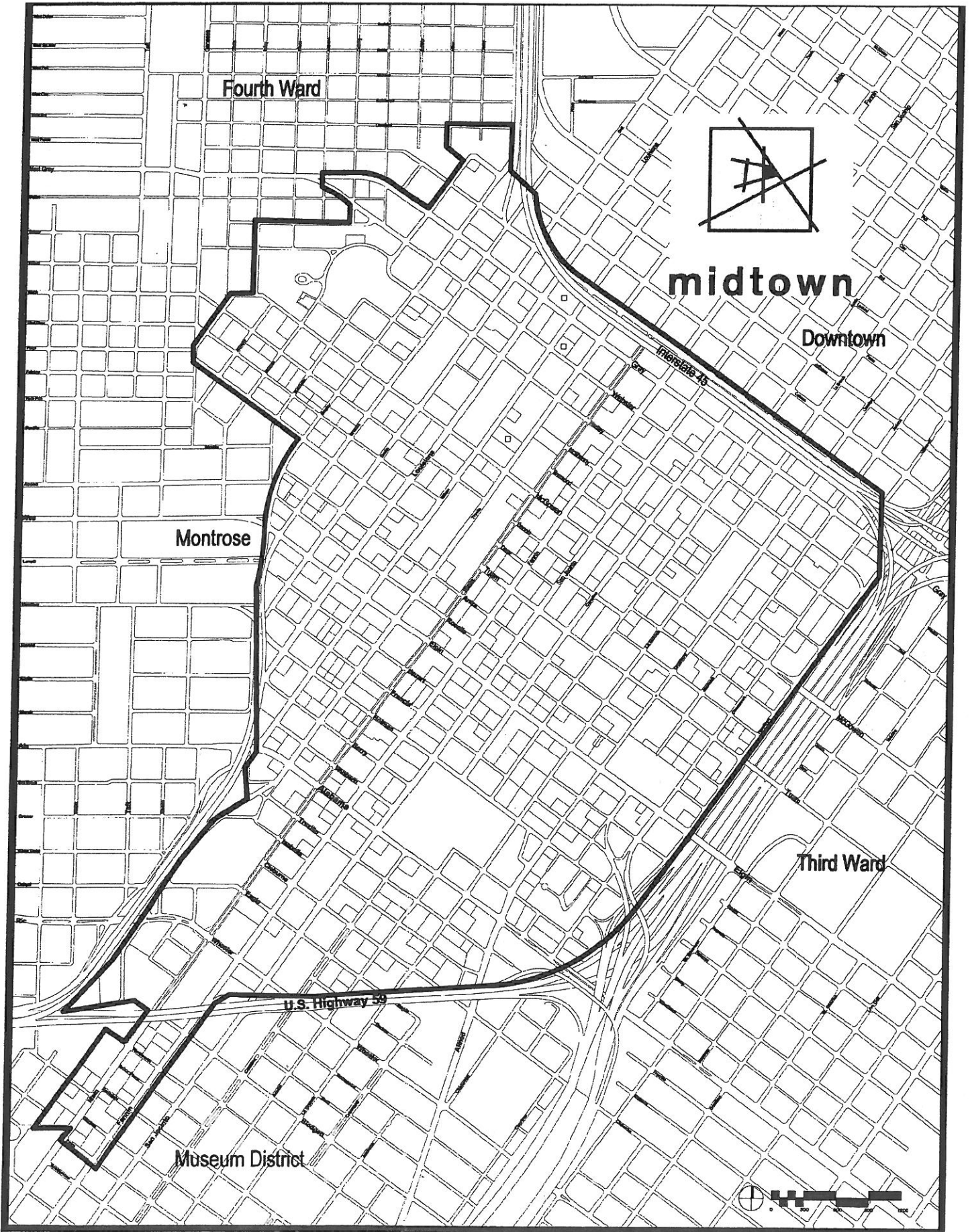


Exhibit D

Official Midtown District Bid Form

To: **Midtown Management District**
Attention: Mr. Marlon Marshall
410 Pierce Street, Suite 355
Houston, Texas 77002

Project: **Field Maintenance Services Project**

Bidder: _____

Bid Price: \$ _____

Similar Work: How many similar jobs has your company completed in the past five (5) years? _____

Please briefly describe each job and identify and provide current contact information for the property owner/manager: (attach additional sheets if necessary)

Project Name: _____

Contact Name: _____ *Contact Phone:* _____

Project Description: _____

MWDBE STATUS: Is your company a Minority, Women, or Disadvantaged Business Enterprise (MWDBE) certified by the City of Houston, Houston Minority Business Council, and /or the Houston Women's Business Council?

_____ Yes _____ No

If yes, please attach certificate*

Years in Business: How many years has your company been in business? _____
Please attach Certificate of Business Formation.*

*Name on the certificate must match the name of the Responder.

EXHIBIT 2

Midtown Management District

Invitation To Bid Baldwin & Glover Parks Landscape Maintenance Project

Dated Issued: October 19, 2017

The Midtown Management District (the “Midtown District”) seeks a qualified, experienced, and professional contractor to provide landscape maintenance services at Elizabeth Baldwin Park, located on Elgin Street between Crawford Street and Chenevert Street and Elizabeth Glover Park, located at the corner of Elgin Street and Austin Street in the Midtown District. The Elizabeth Baldwin Park and the Elizabeth Glover Park are collectively referred to herein as the “Parks”). Prospective Responders are invited to submit their bids and qualifications.

BACKGROUND: The area commonly known as “Midtown” is a mixed-use urban area located generally between the Houston Central Business District and the Texas Medical Center. A map showing the boundaries of the Midtown District is attached hereto as Exhibit C and is available on the District’s website at www.houstonmidtown.com.

The Midtown District has established a Services and Maintenance Program to support the revitalization and redevelopment of Midtown. The goal of the Services and Maintenance Program is to enhance Midtown’s pedestrian nature, viability, and image by providing well-maintained public spaces and right-of-ways. The Baldwin & Glover Parks Landscape Maintenance Project is designed to help achieve this goal by providing landscape and maintenance services at recently renovated parks in the Midtown District.

PROJECT: The Midtown District seeks a contractor to furnish all personnel and equipment required to provide weekly landscape maintenance services at the Parks. A complete description of the Project is described in the attached scope of services documents. The Midtown District reserves the right to reject any or all bids.

SCOPE OF SERVICES: The selected contractor shall furnish all personnel, materials, tools, equipment, and services required to provide landscape maintenance services at the Parks in the Midtown District. The contractor will provide these landscape maintenance services at least once a week. A more detailed description of the services required is set forth in the “Scope of Services (General Provisions)” attached hereto as Exhibit A and in the “Scope of Services (Specific Provisions)” attached hereto as Exhibit B. The anticipated Project start date is January 2, 2018 or such other date as determined by the Midtown District.

PRICE PROPOSAL: Please provide a price proposal to accomplish the scope described above. Responders must complete the “Official Midtown District Bid Form” attached hereto as Exhibit D. As part of your Bid Form, please include a price proposal for an extra one-time special event servicing of each park, if deemed necessary.

This Invitation To Bid should not be construed as an agreement to purchase goods or services. The Midtown District reserves the right to reject any or all bids.

ADDITIONAL INFORMATION: In addition to providing background information regarding the Responder, including years in existence, key personnel, and experience and expertise, Responders should

also provide references and specific examples of work on similar projects, including name of project, name, physical address, email address and phone number of a contact person, and a narrative description of the services provided. Please feel free to include any other information you deem relevant to this Project for consideration and review by the Midtown District.

INSURANCE REQUIREMENTS: Responders must provide proof of insurance with, at a minimum, the following coverage and limits of liability:

<u>Coverage</u>	<u>Limit of Liability</u>
Worker’s Compensation	Statutory for Workers Compensation
Employer’s Liability	Bodily Injury \$1,000,000
Comprehensive Commercial General Liability, Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, and Completed Operations	Combined limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
Automobile Liability Insurance (for automobiles used by the contractor in the course of its performance under the Agreement including employer’s non-owned and hired auto coverage)	\$1,000,000 combined single limit per occurrence

If the required insurance is not in place at the time Responses are submitted, Responders must show evidence of insurability at the above described coverage limits, which evidence can be in the form of a valid insurance quote or such other evidence of insurability acceptable to the Midtown District. Alternatively, Responders may submit a copy of a valid Certificate of Insurance with the above coverage and limits of liability as proof of insurance.

Insurance must be in effect at the time a Contract is executed with the successful Bidder.

PARTICIPATION OF MINORITY, WOMEN, AND DISADVANTAGED BUSINESS

ENTERPRISES (MWDBE): It is the policy of the Midtown District to stimulate the growth of minority, women, and disadvantaged business enterprises (MWDBEs) by encouraging the full participation of MWDBE businesses in all phases of its procurement activities and affording those firms a full and fair opportunity to compete for contracts. MWDBE firms must be certified by the City of Houston, Houston Minority Business Council, and /or the Houston Women’s Business Council. Proof of such certifications should be included with the Response.

EVALUATION CRITERIA: The Selection Committee will evaluate Responses in accordance with the following criteria:

<u>Criteria</u>	<u>Weight (%)</u>
a. Pricing	60 %
b. Performance of Similar Work	25 %
c. Minority/Woman/Disadvantaged Business Status	10 %
d. Years in Business	<u>5 %</u>
Total	100 %

CONTRACT AWARD AND TERMS: The Midtown District will negotiate final contract terms upon selection. Any contract presented is subject to review by the Midtown District staff and its legal counsel. Final approval and contract award will be by the Midtown Management District Board of Directors.

PRE-BID CONFERENCE: A Pre-Bid Conference will be held on **October 31, 2017 at 1:00 PM (CST)** at the Midtown District offices located at 410 Pierce Street, Suite 355, Houston, TX 77002. Attendance at the pre-bid conference is strongly encouraged but is not mandatory.

BID SUBMISSION: Three (3) copies of the Response to this Invitation To Bid should be submitted in a single package clearly marked for identification on the outside with the Responder's name and the words "**Response to Invitation To Bid for Parks Landscape Maintenance**". Responses may be either mailed or hand delivered, provided however that all Responses must be actually **RECEIVED** on or before **2:00 PM (CST) on November 14, 2017**. The bids will be publicly opened and read aloud at 2:00 p.m. (CST). **NO LATE SUBMISSIONS WILL BE CONSIDERED.** Responses should be submitted to:

**Marlon Marshall
Midtown Management District
410 Pierce Street – Suite 355
Houston, TX 77002**

Questions concerning this Invitation To Bid must be submitted via email **on or before 2:00 p.m. (CST) on November 7, 2017** to Marlon Marshall at marlonm@houstonmidtown.com. If you wish to receive a copy of the Midtown District's response to any questions submitted, you must submit a written request for same via email to Marlon Marshall at marlonm@houstonmidtown.com **on or before 2:00 p.m. (CST) on November 7, 2017**. In the unlikely event that such questions and/or requests for answers cannot be delivered via email to Marlon Marshall at marlonm@houstonmidtown.com, you may use the following alternate email address: pforeman@burneyandforeman.com.

Exhibit A

Baldwin & Glover Parks Landscape Maintenance Project

Scope of Services

(General Provisions)

PART 1 GENERAL

1.01 WORK COVERED

A. The Contractor shall furnish all labor, materials, and equipment as necessary to provide a landscape maintenance program in strict accordance with the Specifications and Drawings as prepared by Design Workshop. The Contractor shall perform all work required as necessary to fulfill the intent of the contract. All work shall be performed in a professional manner, noise kept to a minimum, and work staged from a location on the site as to not interfere with the users.

1.02 SCOPE

A. Perform all work necessary utilizing acceptable horticultural practices for the landscape maintenance of the project. Such work includes, but is not limited to the following:

1. Litter and debris pick up in both planting and hardscape
2. Cleaning up ash urns
3. Trash removal
4. Pruning of trees
5. Dog run cleaning and upkeep
6. Playground mulch and equipment cleaning
7. Furniture cleaning
8. Wood mulch top dressing
9. Weeding in gardens and turf area
10. Mowing and trimming
11. Irrigation start up and winterizing
12. Irrigation head adjustment
13. Straightening out edging

B. Related work under a separate contract if specific items are required:

1. Irrigation sprinkler repair (excluding that which damaged by Contractor)
2. Plant replacement at the direction of the landscape architect
3. Graffiti removal
4. Replacement of historic artwork
5. Repair of furniture
6. Gravel mulch replacement
7. Playground mulch replacement
8. Light bulb replacement
9. Electrical outlet replacement
10. Hardscape repairs

- C. Extra Services: All services not covered under this contract shall be considered “**EXTRA SERVICES**” and will be charged separately according to the nature of the item and work involved. **WRITTEN AUTHORIZATION** for **EXTRA SERVICES** must be obtained prior to performance.

1.03 **REQUIREMENTS OF REGULATORY AGENCIES**

- A. Perform Work in accordance with all applicable laws, codes, and regulations required by authorities having jurisdiction over such work and provide for all permits required by local authorities.

1.04 **CONTRACTOR RESPONSIBILITIES**

- A. Trees, Shrubs and Groundcovers: The Contractor's maintenance of planting shall consist of watering, cultivating, weeding, mulching, pruning, re-staking, tightening and repairing of guys, resetting plants to proper grades or upright position, restoration of the planting saucer, and furnishing and applying such sprays and invigorants as are necessary to keep the plantings free of insects and disease and in thriving condition. Trees, shrubs or groundcover that are damaged or killed due to Contractor's operations, chemicals or negligence shall be replaced at no expense to the Owner.
- B. Irrigation System: Maintenance of irrigation system shall consist of monitoring and adjustment of the duration and frequency of the watering schedule and adjustment of heads for coverage and elevation. Sprinklers or structures that are damaged due to the Contractor's operations must be repaired or replaced by the Contractor promptly. Review the irrigation specifications for training of baseline irrigation controller.
- C. Lawns: Maintenance of lawns shall consist of mowing, watering, weeding, repair of all erosion and reseeded as necessary to establish a uniform stand of specified grasses. Lawn and grass areas that are damaged or killed due to Contractor's operations, chemicals or negligence shall be replaced at no expense to the Owner. Reset edging if out of straight alignment.
- D. Decomposed Granite: Maintenance of decomposed granite areas shall consist of weeding and application of herbicide spray to prevent growth in granite and paved areas where vegetation growth is not permitted. Annual compacting of decomposed granite maybe required to levels identified in drawings and specifications.
- E. Litter Collection: Pick up litter and debris on site and empty trash receptacles at each site visit. This includes maintenance of pet waste stations.

1.05 **EMERGENCIES**

- A. The Contractor shall respond to emergency or complaint calls regarding conditions in the landscape requiring immediate attention such as fallen trees or branches.

PART 2 **PRODUCTS**

2.01 **MATERIALS**

- A. Materials required for installed items shall match those already in use.
- B. Samples of all materials not specified under other sections of these Specifications shall be submitted for review by the Midtown District's Landscape Architect prior to use.
- C. Topdress Fertilizer: Commercial fertilizer with guaranteed analysis of 16-6-8 or as required for application use.

2.02 **REQUIRED EQUIPMENT**

- A. Contractor shall furnish the following maintenance equipment:
 - 1. Lawn Mowers
 - 2. Gasoline Powered Edgers
 - 3. Trash Collection Equipment
 - 4. Line Trimmers
 - 5. Miscellaneous Hand Tools, Rakes, Brooms, Etc.
 - 6. Blowers
 - 7. Other equipment as needed.

PART 3 **EXECUTION**

3.01 **WATERING**

- A. It shall be the responsibility of the Contractor to assure that the correct watering of plant materials is being accomplished through the following irrigation techniques:
 - 1. Regular deep watering to all new trees until there are definite signs that the trees have established themselves, new growth is apparent, and no trees are experiencing stress conditions.
 - 2. Frequent watering to the lawn areas to insure against drying. This may be accomplished as above, by the automatic sprinkler system, hand watering or portable sprinklers. Contractor shall monitor settings of automatic sprinkler controls and recommend necessary adjustments according to climatic changes.
- B. Contractor shall be responsible for damages to irrigation system caused by maintenance operations.

3.02 **MAINTENANCE OF TURF AREAS AND DECOMPOSED GRANITE**

- A. Mowing lawn/grass areas shall be accomplished with sharp, properly adjusted mowers of the correct size for the various areas.
- B. Mowing frequency shall be as per the Landscape Maintenance Program. Blade heights shall be set according to the following schedule.
 - 1. 1 ½ inches Initial Mowing

2. 1 ½ inches April – November
 3. 2 inches December – March
- C. In the event of a prolonged rainy period and a surge of leaf growth is anticipated, the mower height may be readjusted to prevent “scalping” or skinning of lawn on preceding cuts.
 - D. Lawn shall be edged evenly at all walks, headers and other structures as per the schedule, using an edger, not a line trimmer.
 - E. Until the establishment of the turf, the Contractor will be responsible for replacing soils that have eroded onto the paved areas. Residual soils on paving will be removed and if not mingled with objectionable materials may be re-used in eroded areas.
 - F. Immediately upon observing any lawn grass spreading into shrub or groundcover areas, the Contractor shall initiate a program of removal and maintain this program throughout the maintenance period.
 - G. Any lawn grass appearing in paved areas shall receive an application of soil sterilant according to manufacturer’s direction. The sterilant shall be approved and will not be detrimental structurally to paved areas.
 - H. Special effort shall be given to control fire ants infesting the site. After control is accomplished, the ant mounds shall be lowered and tamped to the existing grade.
 - I. Apply topdress fertilizer after grassing, if needed.
 - J. Decomposed granite areas shall be weeded, and herbicide spray shall be used to prevent growth in granite and paved areas where vegetation growth is not permitted.

3.03 MAINTENANCE OF TREES AND SHRUBS

- A. Contractor shall adjust and tighten as required all tree staking and guying. Removal as directed by Owner’s Representative.
- B. Contractor shall periodically prune or shape trees to promote correct growth (six inches diameter or less). All major pruning shall be done only under the direction of the Owner/Owner’s Representative.
- C. Contractor shall deep water all new trees until there are definite signs the trees have established themselves and are pushing out new growth.
- D. Watering basins shall be removed by Contractor after the trees have established themselves or as directed by Owner’s representative. Basins are normally removed one year from time of planting.
- E. All weeds within the mulched area around each tree and in each shrub bed shall be removed as often as required. Under no circumstances shall weeds and grass within planted areas be allowed to attain more than 4 inches growth.

- F. Contractor shall be continuously alert for signs of insect presence or damage or the presence or damage from plant fungi. Upon locating such evidence, the Contractor shall report it to the Owner's Representative and take action as directed.

3.04 MAINTENANCE OF IRRIGATION SYSTEM

- A. Irrigation System: Maintenance of irrigation system shall consist of monitoring and adjustment of the duration and frequency of the watering schedule and adjustment of heads for coverage and elevation, repair of leaks in both mains and lateral lines and all other work required to establish a complete working irrigation system. Contractor shall be responsible for start up and winterizing irrigation system based on seasonal conditions.

3.05 TRASH COLLECTION

- A. Removal of debris from the site unrelated to horticultural maintenance (paper, bottles, cans, plastics, "Pirate" signs, etc.) shall be the responsibility of the Contractor. Contractor shall pick up trash and empty trash receptacles at each site visit. Frequency as per Landscape Maintenance Program. This includes trash removal from all gardens, hardscape areas as well as trash bins.
- B. Pet Waste Stations: Maintenance of pet waste stations shall consist emptying of trash receptacle and maintaining supply of waste collection bags at each station.

PART 4 SCHEDULES

4.01 THE EXECUTION ITEMS OF PART 3 IN THIS SPECIFICATION SHALL BE PERFORMED ONCE PER WEEK FOR THE MAINTENANCE PERIOD:

- A. Should the Contractor require an alteration of the Schedule, contact the Owner.

4.02 TOPDRESS FERTILIZER

- A. Thirty (30) days after seeding.

4.03 MULCHING, WEEDING, WEED CONTROL, GUYING AND STAKING ADJUSTMENT

- A. As required at each visit.

4.04 MEETING

- A. Contractor shall meet once each month and at the end of the maintenance period with the Owner/Owner's Representative. Contractor shall review irrigation system schedule and operation and other pertinent and helpful maintenance information at each meeting.

Exhibit B

Baldwin & Glover Parks Landscape Maintenance Project

Scope of Services

(Specific Provisions)

The guidelines as included herein shall govern the work where applicable based on the frequency assigned each area. Should the Contractor require an alteration of the Schedule, contact the Owner. (NOTE: Pruning applies to trees with diameter of six (6) inches or less.)

JANUARY: Weeks 1, 2, 3, 4

Trees and Shrubs

Trees shall be pruned. Do not change shape of tree, prune to enhance shape. Pruning in this manner will promote better growth. Weed beds as required. Apply dormant oil to all trees showing signs of scale. Top dress wood mulch beds to create a minimum of 3” mulch. Do not put wood mulch on top of existing gravel mulch. Refer to project construction drawings for clarification.

FEBRUARY: Weeks 1, 2, 3, 4

Trees and Shrubs

Continue pruning trees for shape and to remove dead wood. Watch shrubs for winter damage and over-watering by rainfall. Apply pre-emergent.

MARCH: Weeks 1, 2

Trees and Shrubs

Apply tree fertilizer to established trees. Deep root feeding is method to use during this period. Iron and other elements shall be applied if needed. Fertilizer applied shall be Davey 30-10-7 for trees and shrubs. Fertilize acid loving plants as called for under “Acceptable Products.” Do not fertilize flowering shrubs until blooming is completed.

Check plants for adequate watering to prevent any winter damage. Water if necessary. Prune dead wood as required. Continue to weed beds.

Mulch (shredded hardwood) shall be placed in all beds, at two-inch layer over existing mulch. Do not pile mulch on top of tree trunk. Dead vines should be removed. Flowering plants should be fertilized only after blooming.

MARCH: Weeks 3, 4

Trees and Shrubs

Inspect evergreens for insects and diseases, particularly bores. Spray as required. This will be considered an extra service. Continue to weed beds. Fertilize trees and flowering shrubs if they have buds.

Application should be no less than 12-4-8 or 16-4-8 at a rate of ten (10) pounds per 1,000 square feet.

APRIL: Weeks 1, 2, 3, 4

Seasonal Color

Remove winter seasonal color plants, prepare bed and plant new seasonal color plants after April 15.

Trees and Shrubs

Flowering plants should be through flowering and ready to be pruned and fertilized, if not already completed. Prune remaining dead wood from trees and shrubs, retaining natural shape. Continually remove all suckers on base of trees.

MAY: Weeks 1, 2, 3, 4

Trees and Shrubs

Inspect evergreens for mites and borers and spray as required. Inspect plants for scale insects and spray as required. Inspect flowering trees for powdery mildew and apply fungicide as required. This service will be considered an extra service. Apply herbicide to shrub beds as required, using the same materials as early spring. Weed beds as required.

MAY: Weeks 3, 4

Trees and Shrubs

Continue to check plants for pests and control as required. Water any established plants as needed. Pruning shall cease until Fall. Apply fertilizer to acid loving plants as per “Acceptable Products” page and Frequency Schedule.

JUNE: Weeks 1, 2, 3, 4

Trees and Shrubs

Maintain adequate moisture for newly planted trees and shrubs. Water any established plants as needed. Continue to check plants for pests and control as required. Weed beds as required.

JULY: Weeks 1, 2, 3, 4

Trees and Shrubs

Maintain adequate moisture for newly planted trees and shrubs. Water any established plants as needed. Continue to check plants for pests and control as required. Weed beds as required.

AUGUST: Weeks 1, 2, 3, 4

Trees and Shrubs

Continue to check trees and shrubs for adequate moisture around root balls. No pruning shall be done during this period. Check all trees and shrubs for possible disease and insects, spray if necessary. Weed beds as required. Top dress wood mulch beds to create a minimum of 3” mulch. Do not put wood mulch on top of existing gravel mulch. Refer to project construction drawings for clarification.

SEPTEMBER: Weeks 1, 2

Trees and Shrubs

Maintain adequate moisture for newly planted trees and shrubs. Water any established plants as needed.

SEPTEMBER: Weeks 3, 4

Trees and Shrubs

Maintain adequate soil moisture for all trees and shrubs. Prune only if necessary. Continue to check for any pests or diseases, apply chemicals as required.

OCTOBER: Weeks 1, 2, 3, 4

Seasonal Color

Remove winter seasonal color plants, prepare bed and plant new seasonal color plants after October 15.

Trees and Shrubs

Shrubs and groundcovers should be fertilized with a ratio of 1-1-1 at a rate of ten (10) pounds per 1,000 square feet.

NOVEMBER: Weeks 1, 2, 3, 4

Trees and Shrubs

Examine plants for pests and spray as required. Do not use pesticides unless necessary. Weed beds as required.

DECEMBER: Weeks 1, 2, 3, 4

Trees and Shrubs

Remove leaves from beds. Weed beds as required. Check plants for diseases, spray as required.

Exhibit C Map of the Midtown Management District

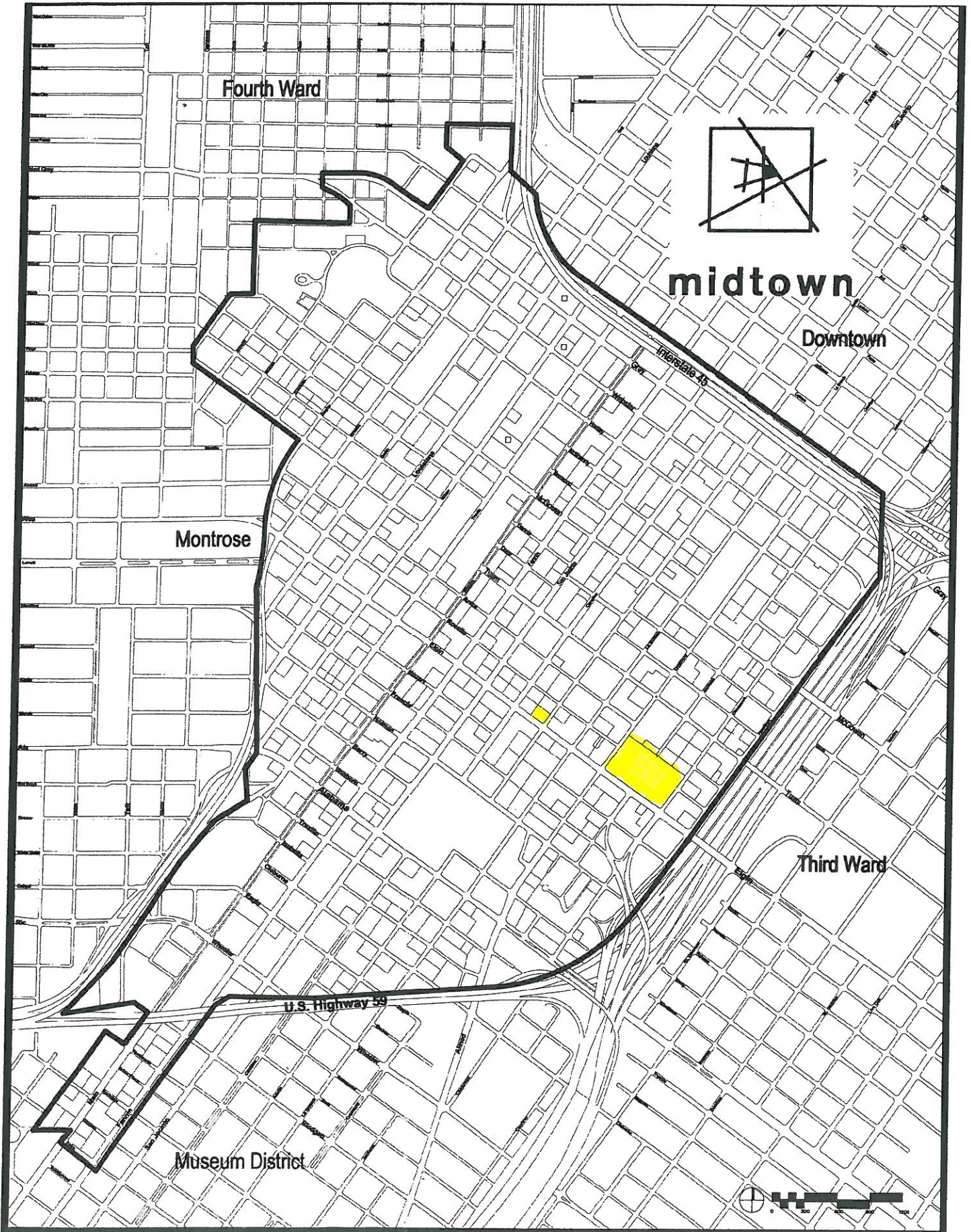


Exhibit D

Official Midtown District Bid Form

To: **Midtown Management District**
Attention: Mr. Marlon Marshall
410 Pierce Street, Suite 355
Houston, Texas 77002

Project: **Baldwin & Glover Parks Landscape Maintenance Project**

Bidder: _____

Bid Price: \$ _____

One-time event service (Baldwin Park): \$ _____

One-time event service (Glover Park): \$ _____

Similar Work: How many similar jobs has your company completed in the past five (5) years? _____

Please briefly describe each job and identify and provide current contact information for the property owner/manager: (attach additional sheets if necessary)

Project Name: _____

Contact Name: _____ *Contact Phone:* _____

Project Description: _____

MWDBE STATUS: Is your company a Minority, Women, or Disadvantaged Business Enterprise (MWDBE) certified by the City of Houston, Houston Minority Business Council, and /or the Houston Women's Business Council?

_____ Yes _____ No

If yes, please attach certificate*

Years in Business: How many years has your company been in business? _____
Please attach Certificate of Business Formation.*

*Name on the certificate must match the name of the Responder.

EXHIBIT 3

Midtown Management District
Invitation to Bid
Field Maintenance Services Project

Dated Issued: October 21, 2022

The Midtown Management District (the “Midtown District”) seeks a qualified, experienced, and professional contractor to provide landscape maintenance and general cleanup services in public spaces and right-of-way of the streets within the boundaries of the Midtown District. Prospective Responders are invited to submit their bids and qualifications.

BACKGROUND: The area commonly known as “Midtown” is a mixed-use urban area located generally between the Houston Central Business District and the Texas Medical Center.

The Midtown District has established a Services and Maintenance Program to support the revitalization and redevelopment of Midtown. The goal of the Services and Maintenance Program is to enhance the Midtown’s pedestrian nature, viability, and image by providing well-maintained public spaces and rights-of-way. The Field Maintenance Services Project is designed to help achieve this goal by providing landscape and maintenance services and the removal of trash, debris, and other unsightly objects in the public rights-of-way of the Midtown District.

PROJECT: The Midtown District’s Field Maintenance Services Project is intended to provide daily landscape maintenance and general cleanup services in public spaces and along the right-of-way of the streets throughout the entire Midtown District. A map showing the boundaries of the Midtown District is attached hereto as *Exhibit C*.

SCOPE OF SERVICES: The selected contractor shall furnish all personnel, labor, materials, machinery, tools, equipment, fuel, and services required to perform and complete all work in an efficient and workman-like manner as described in these specifications. The Field Maintenance Services contractor will provide at least eight (8) full-time employees to perform field maintenance services a minimum of eight (8) hours per day, five (5) days per week (Monday through Friday). A more detailed description of the services required is set forth in the “Scope of Services (General Provisions)” attached hereto as *Exhibit A* and in the “Scope of Services (Specific Provisions)” attached hereto as *Exhibit B*. The anticipated project start date is January 1, 2023 or such other date as determined by the Midtown District.

PRICE PROPOSAL: Please provide a price proposal to accomplish the scope described above and in *Exhibit A and Exhibit B*. Responders must complete the “Official Midtown District Bid Form” attached hereto as *Exhibit D*.

NOTE: Responders must include Supplemental Bid to include daily rate (8 hours) and half-day rate (4 hours) to provide four (4) employees to perform maintenance operations during special events and/or weekend days

This invitation for bid should not be construed as an agreement to purchase goods or services. The District reserves the right to reject any or all bids.

ADDITIONAL INFORMATION: In addition to providing the Bid Form, Responders must provide the following additional information in order to comply with this Invitation to Bid (“ITB”). Please complete all sections and respond with a maximum of 20 pages. The Bid Form and key personnel resumes are in addition to the 20-page response limit.

Title Page - The title page should include the ITB subject, the name and address of the Responder, and the required submission date of the Response.

Cover Letter - In the cover letter, outline the sales, operational, customer service and technical contacts within your organization. Include phone numbers and e-mail addresses. In addition, this letter shall include a statement by the Proposer i) accepting all terms and conditions contained in this ITB; ii) that the person signing the transmittal letter is authorized to legally bind the Proposer; and iii) that the proposal and pricing contained therein shall remain firm for a period of 180 days from the date of receipt by the Midtown District.

Company Profile - Provide the following general information about your company and personnel key to providing landscape maintenance services:

1. Name, address, website (if any), and phone number of your company headquarters.
2. Age of company, year of incorporation/formation, and number of employees and revenues related specifically to the delivery of landscape maintenance services.
3. Number of current customers and years of experience in this line of business.
4. Identify all key personnel designated to work on the ongoing aspects of landscape maintenance services of this project.
5. Describe your company’s experience with specific examples of work on similar projects, including name of project, name, physical address, email address and phone number of contact person, and a narrative description of the services provided.
6. Description of equipment your company will utilize to perform the identified Scope of Services under this contract.
7. Describe any current or previous relationship with the Midtown District including services and products provided.

Summary of Proposed Approach - Provide the following regarding your company’s approach and key personnel to providing field maintenance services:

1. Provide a summary that defines your overall approach to provide and manage the field maintenance services. Provide supporting information, such as organization charts or flow charts that define how your proposed solution is designed to meet the requirements of this ITB. Highlight the capabilities, services, and/or attributes of your firm that differentiate your proposal.
2. Provide copies of any relevant certifications and accreditations obtained by personnel who will be assigned to the project.
3. Provide details about any “Value Added Services” your company proposes in providing field maintenance services to the Midtown District. "Value Added Services" means either voluntary contributions or services from the Contractor in furtherance of the Agreement, which shall not be charged to the Midtown District or which will result in cost savings to the Midtown District.

References - Provide the following reference information about your company:

1. Provide up to three references of companies/organizations that have used your services for a minimum of three years on the same or similar basis as is proposed to Midtown District. Contact name(s) and phone number(s) must be included. Also, please indicate the length of the relationship, date of service commencement, and what products or services are supplied to each such company.
2. Provide up to three references of companies that have used your services on the same or similar basis as is proposed to the Midtown District for a period of more than 12 months, but less than 24 months. Contact name(s), email address, and phone number(s) must be included.
3. Provide at least two references for companies that recently issued a Proposal to your company that you were **not** awarded, or that replaced your services with another provider within the last 24 months. Contact name(s), email address, and phone number(s) must be included.

Financial Considerations – In addition to the information requested on the Official Midtown District Bid Form, please provide the following financial related information:

1. Provide a summary that defines your overall pricing strategy proposed for this project. Briefly describe all fees that may be incurred by the Midtown District over the Agreement term.
2. Explain how the proposed pricing strategy will ensure that service and performance levels will be maintained consistently at all times.
3. Identify any other fees or costs the Midtown District will incur as a result of your proposal

INSURANCE REQUIREMENTS: Responders must provide proof of insurance with, at a minimum, the following coverage and limits of liability:

<u>Coverage</u>	<u>Limit of Liability</u>
Worker’s Compensation	Statutory for Workers Compensation
Employer’s Liability	Bodily Injury \$1,000,000
Comprehensive Commercial General Liability, Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, and Completed Operations	Combined limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
Automobile Liability Insurance (for automobiles used by the contractor in the course of its performance under the Agreement including employer’s non-owned and hired auto coverage)	\$1,000,000 combined single limit per occurrence

If the required insurance is not in place at the time responses are submitted, responders must show evidence of insurability at the above described coverage limits, which evidence can be in the form of a valid insurance quote or such other evidence of insurability acceptable to the Midtown District. Alternatively, the responders may submit a copy of a valid Certificate of Insurance with the above coverage and limits of liability as proof of insurance.

Insurance must be in effect at the time a Contract is executed with the successful bidder.

PARTICIPATION OF MINORITY, WOMEN, AND DISADVANTAGED BUSINESS

ENTERPRISES (MWDBE): It is the policy of the Midtown District to stimulate the growth of minority, women, and disadvantaged business enterprises (MWDBEs) by encouraging the full participation of MWDBE businesses in all phases of its procurement activities and affording those firms a full and fair opportunity to compete for contracts. MWDBE firms must be certified by the City of Houston, Houston Minority Business Council, and /or the Houston Women’s Business Council. Proof of such certifications should be included with the Response.

EVALUATION CRITERIA: The contract will be awarded to one or more Responders at the sole discretion of the Midtown District after consideration of the quality of service, product, price and other factors that are deemed relevant to the services to be performed. Prospective Responders must have a satisfactory record of contract performance, integrity and business ethics, and adequate financial resources to meet the contractual requirements over the life of the Agreement. By submitting this Response, Responder warrants that it is legally authorized to do business in the State of Texas (a “Certificate of Registration” from the Texas Secretary of State's Office will be required of the selected Responder prior to contract award), is in compliance with all applicable laws and regulations, is not prohibited from doing business with the Midtown District or with the City of Houston (the “City”) by law, order, regulation, or otherwise, and the person submitting the Response on behalf of the Responder is authorized by the Responder to bind it to the terms of the Response.

In addition to the factors already set forth, the adequacy of the Proposer’s proposal will be evaluated according to the following criteria:

Financial Considerations - 50 POINTS

Organizational Qualifications and References - 25 POINTS

Proposed Approach - 15 POINTS

Minority, Women, Disadvantaged Business Enterprise (MWDBE) - 10 POINTS

CONTRACT AWARD AND TERMS: The Midtown District will negotiate final contract terms upon selection. Any contract presented is subject to review by the Midtown District staff and its legal counsel. Final approval and contract award will be by the Midtown Management District Board of Directors.

PRE-BID CONFERENCE: A Pre-Bid Conference will be held on **November 1, 2022 at 2:00 PM (CST)** at the Midtown District offices located at 410 Pierce Street, Suite 355, Houston, TX 77002. Attendance at the pre-bid conference is strongly encouraged but is not mandatory.

BID SUBMISSION: The Response to this Invitation to Bid should be electronically submitted in a single package (.pdf file) clearly marked for identification in the subject reference line with the Respondent’s name and the words “**Response to Invitation for Bid for Field Maintenance Services Project**”. All Responses must be **RECEIVED** on or before **2:00 PM(CST) on November 15, 2022. NO LATE SUBMISSIONS WILL BE CONSIDERED.** Responses should be submitted via email to mmarshall@midtownhouston.com .

Questions concerning this Invitation To Bid must be submitted via www.CivCastUSA.com (search “Midtown – Landscape and Field Maintenance Services”) on or before 2:00 p.m. (CST) on November 8, 2022.

Exhibit A

Midtown Field Maintenance Services

Scope of Services

(General Provisions)

Contractor shall provide all personnel, materials, tools, equipment, and services required to provide daily general maintenance, landscape and cleanup services including but not limited to mowing, edging, weeding, blowing, hand irrigation, power washing, tree trimming, trash collection, debris and litter removal (“Field Maintenance Services”) in public spaces and right-of-ways in the area commonly known as “Midtown” in the City of Houston, Texas. Contractor will provide at least eight (8) full-time employees, one (1) of which shall be a working supervisor, who are assigned solely to perform Field Maintenance Services on behalf of the Midtown District at least five (5) days a week. Each full-time employee shall work a minimum of 40 hours per week within the District and shall at all times be dressed appropriately (specifically, employees shall wear a Midtown uniform consisting of a shirt and vest containing the Midtown name and logo, which shirt and vest will be supplied by the Midtown District). Contractor represents that it has the necessary current licenses, including but not limited to pest control and irrigation licenses, to perform its obligations under this Agreement.

To the extent the Field Maintenance Services to be performed hereunder entails landscape maintenance, such services shall be provided in accordance with the Midtown Field Maintenance Services Specifications set forth in the Scope of Services (Specific Provisions) attached hereto as Exhibit B.

Contractor shall provide at its sole cost and expense two (2) EZ Go Carts or similar type golf cart vehicles for use in trash and debris collection within the Midtown District. At all times while in the Midtown District, vehicles shall display clearly visible signage containing the Midtown District’s name and logo. Any such signage shall be provided by the Midtown District for use by the Contractor and must be surrendered to the Midtown District upon termination of this Agreement. Contractor shall be solely responsible for the disposal of trash and debris collected and shall properly dispose of any such trash and debris in accordance with any applicable municipal, state or federal law.

Contractor shall provide at its sole cost and expense a watering tank for use in hand irrigation within the Midtown District.

Contractor shall provide, at its sole cost and expense, a facility for storage of its materials, tools, and equipment required to provide the services required under this Agreement. The Midtown District shall have no responsibility for any loss or damage to any of the Contractor’s materials, tools or equipment.

Contractor shall provide weekly written reports in form and substance as is required by the Executive Director of the Midtown District or his designee. The form, substance and frequency of such reports shall be in the sole discretion of and may be changed periodically by the Executive Director of the Midtown District or his designee and Contractor shall be given at least 1-week advance notice of such changes in reporting requirements.

Contractor shall coordinate weekly with the Executive Director of the Midtown District or his designee for work assignments and to determine an appropriate schedule for performance of such Field Maintenance Services. In the event of a change in such schedule for any reason, Contractor will notify the Executive Director or his designee immediately of such change.

In the event, Contractor shall be unable to perform the Field Maintenance Services due to inclement weather, such Field Maintenance Services shall be performed at the next earliest possible date when inclement weather no longer prohibits Contractor from performing such services.

Exhibit B

Midtown Field Maintenance Services

Scope of Services (*Specific Provisions*)

PART I GENERAL

1.01 SCOPE

A) Work included: perform all work necessary utilizing acceptable horticultural practices for the landscape maintenance of the public spaces and rights of way within the Midtown District. Such work includes, but is not limited to the following:

1. Mowing, edging, and trimming of lawn areas
2. Pruning and trimming of plant material
3. Weeding and cleaning of plant beds
4. Application of fertilizer, insecticides, fungicide, and herbicides
5. Removal of trash, litter and debris
6. Monitor adjustments, coverage and repair of sprinkler systems
7. Hand irrigation of landscaping not serviced by the automatic sprinkler systems
8. Power washing of brick pavers, planters and hardscape material.

B) Related work under a separate contract:

1. Sprinkler repair (excluding that which damaged by Contractor)
2. Plant replacement

C) Extra Services:

All services not covered under this contract shall be considered “**EXTRA SERVICES**” and will be charged separately according to the nature of the task and work involved. **WRITTEN AUTHORIZATION** for **EXTRA SERVICES** must be obtained prior to performance.

1.02 CONTRACTOR’S PERFORMANCE

The Contractor shall perform all work required as necessary to fulfill the intent of the contract. All work shall be performed in a professional manner, noise shall be kept to a minimum and work staged from a location on the site as to not interfere with the users of the site.

1.03 **CONTRACTOR'S RESPONSIBILITIES**

- A) Trees, shrubs or turf that are damaged or killed due to Contractor's operations, chemicals or negligence shall be replaced by the Contractor at no expense to the Midtown District.
- B) Sprinklers or structures that are damaged due to the Contractor's operations or negligence must be repaired or replaced by the Contractor promptly.

1.04 **EMERGENCIES**

The Contractor shall respond to emergency or complaint calls regarding conditions in the public right of way requiring immediate attention, including but not limited to, fallen trees or branches or water leaks. Contractor shall immediately notify the Midtown District of any water leaks or other conditions requiring an immediate response.

PART II **EXECUTION**

2.01 **TURF MAINTENANCE**

- A) Mowing, edging, trimming and blowing.
 - 1. During cool weather mow at 1 1/2", hot weather at a height of 2".
 - 2. Never scalp the lawn or remove more than one half the existing top growth in one mowing.
 - 3. Trim grass around sprinkler heads each time the grounds are mowed.

2.02 **TREE AND SHRUB MAINTENANCE**

- A) Contractor shall be responsible for staking and tying of trees at all times. Broken ties and stakes shall be replaced as needed. Adjustments or removals of ties and stakes shall be made from time to time to allow proper growth of the tree.
 - 1. All suckers shall be continually removed.
 - 2. Periodically prune or shape trees to promote correct growth (10' below).
 - 3. Periodically adjust or replace ties and stakes to insure the correct growth of trees.
 - 4. All major pruning shall be done only under the direction of the Midtown District.

2.03 **FERTILIZATION**

A) Yearly Program-Lawn

Mar 1 - Mar 31: 19-5-9 with 50% SCU, 2% FE
May 1- May 31: 19-5-9 with 50% SCU, 2% FE
July 1 - July 31: 19-0-6 with 2% FE
Oct 1 - Oct 31: 8-8-19 Winterize

1. Apply at a rate of 10 lbs/1000 sq. ft. in the spring and fall.
2. Apply at a rate of 7 lbs/1000 sq. ft. in the summer.

B) Shrubs and trees need a 13-13-13 analysis fertilizer but at a rate of 8 lbs/1000 sq. ft.

C) Contractor shall notify the Midtown District prior to fertilization application.

2.04 **PESTICIDES OR CHEMICAL APPLICATIONS**

A) The Contractor is hereby granted permission to use such pesticides and chemicals as found necessary and advantageous. The Contractor assumes all liability for damage and/or injury from use of these products or equipment. The Midtown District shall be notified prior to application and advised of any potential danger associated with the use of these products.

- 1) An approved insecticide shall be used as required for chinch bugs and grubs.
- 2) Plant material insecticides will be used as necessary to control brownpatch.
- 3) Lawn fungicides will be used as required to control brownpatch.
- 4) Plant fungicides shall be used as necessary to control fungus.
- 5) A herbicide spray shall be used to prevent growth in paved areas where vegetation growth is not permitted.

2.05 **HAND IRRIGATION**

A) Contractor shall be responsible for hand watering of landscaping in areas not serviced by automatic sprinkler systems.

2.06 **POWER WASHING**

A) Contractor shall be responsible for power washing of brick pavers, planters, and hardscape material in designated areas of the District.

2.07 **GENERAL CLEAN UP**

- A) The Contractor shall remove and dispose of all waste material or refuse from their operations immediately after maintenance functions have been performed.
 - 1) Leaves, paper, grass clippings or other debris shall be bagged and removed from site during each visit.
 - 2) No turf clippings, litter or debris should be raked or blown in such a way that it ends up on privately owned property, public streets, sidewalks or in the City of Houston's water and sewer system.

Part III **SPRINKLER MAINTENANCE SPECIFICATIONS**

3.01 **SCOPE**

- A) Work included: perform all work necessary utilizing acceptable practices for the sprinkler maintenance of the project as required herein. Such work includes but is not limited to:
 - 1) Check controller settings for proper operations.
 - 2) Activate system and check each station for the following:
 - a) Proper valve operation
 - b) Broken lines
 - c) Proper operation of heads and nozzles
 - d) Proper coverage of all landscaped areas
 - e) Proper elevation and alignment of sprinkler heads

- B) Work not included:
 - 1) Repair work on controllers and valves
 - 2) Repair of broken lines
 - 3) Correction of improper elevation of sprinkler heads
 - 4) Placement of donuts

3.02

EXECUTION

- A) The Contractor shall monitor and program the automatic controlling devices to provide optimum moisture levels in all areas.
- 1) Irrigation cycles shall be set to take place prior to sunrise (usually 4:00-5:00 a.m.) unless otherwise instructed by the District. Avoid watering on days scheduled for maintenance visits by landscape personnel.
 - 2) If there is more than one irrigation controller, do not program to water during the same time period, as overdraft of water meters will result. Set controllers so that one finishes water cycle before next one starts.
 - 3) Adjust sprinklers to avoid windows, buildings, and walkways.
 - 4) Replace sprinkler heads damaged by mowers or other maintenance functions. Such repairs or replacements shall be made at no cost to the owner.
 - 5) Clean all clogged nozzles and flush system if necessary.
 - 6) Contractor shall complete a sprinkler check form and return it to the Midtown District after each sprinkler check. This form shall include the following:
 - a) any malfunction in the controller, valves or heads.
 - b) description of areas not receiving coverage.
 - c) work that has been performed.
 - d) work that has not been performed. Specify any problems that exist which cannot be corrected at that time. Include an approximate cost for all repairs which are not included in a sprinkler check.
 - 7) Advise Midtown District in the event that the sprinkler system is not entirely operational. Provide details of the specific work that needs to be completed to repair the sprinkler system.

Exhibit C Map of the Midtown Management District

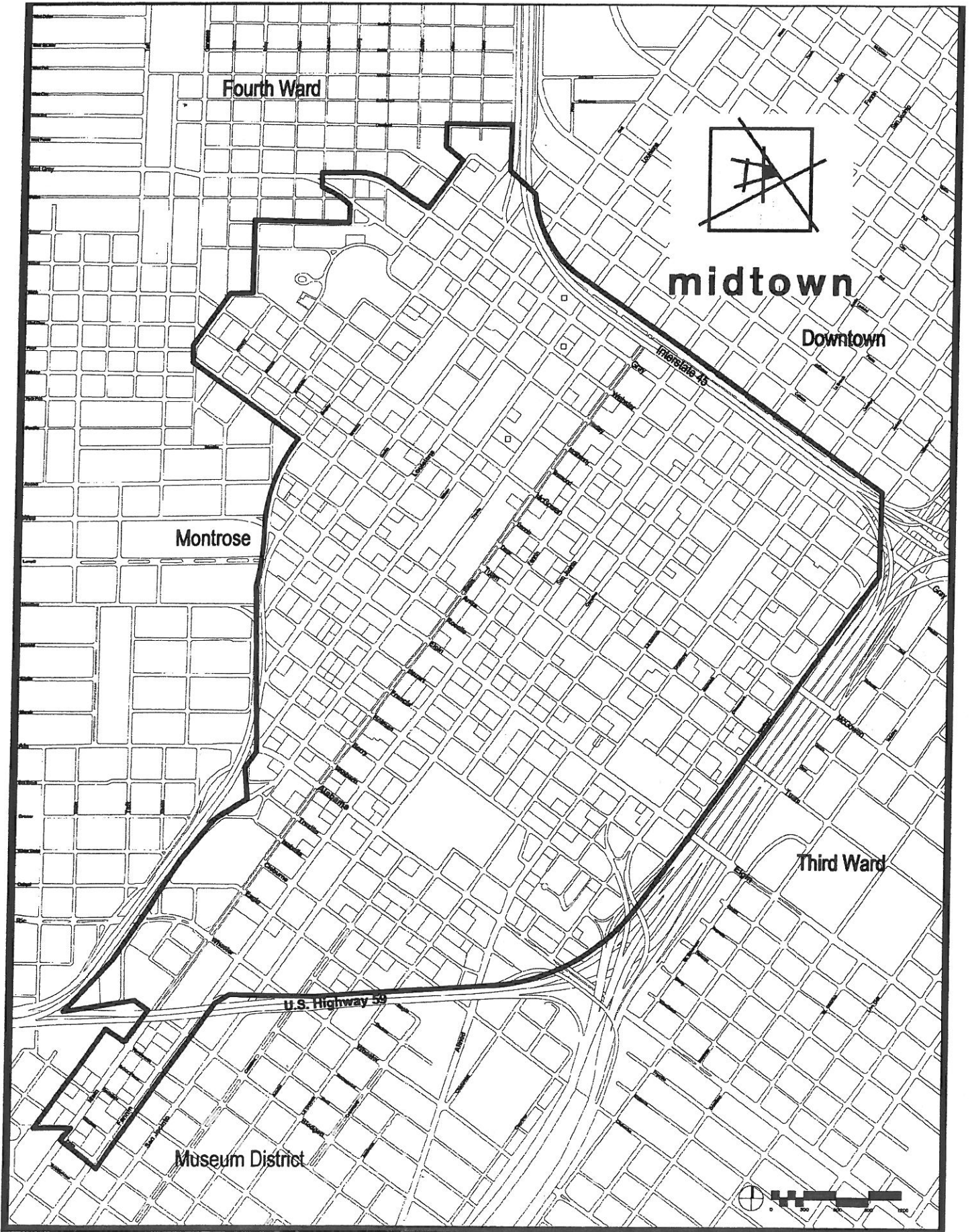


Exhibit D

Official Midtown District Bid Form

To: **Midtown Management District**
Attention: Mr. Marlon Marshall
410 Pierce Street, Suite 355
Houston, Texas 77002

Project: **Field Maintenance Services Project**

In compliance with the Invitation To Bid by the Midtown Management District and subject to all conditions and specifications thereof, the undersigned offers and agrees to furnish all equipment and labor as provided in the above-mentioned specifications.

Bidder: _____

Bid Price (monthly): \$ _____ (per month)

Supplemental Bid Price: (special events/weekends) \$ _____ (daily rate)
\$ _____ (half-day rate)

MWDBE STATUS: Is your company a Minority, Women, or Disadvantaged Business Enterprise (MWDBE) certified by the City of Houston, Houston Minority Business Council, and /or the Houston Women's Business Council?

_____ Yes _____ No

If yes, please attach certificate*

Years in Business: How many years has your company been in business? _____
Please attach Certificate of Business Formation.*

*Name on the certificate must match the name of the Responder.

"
"
"
"

EXHIBIT 4

Midtown Management District

Invitation To Bid Baldwin & Glover Parks Landscape Maintenance Project

Dated Issued: October 21, 2022

The Midtown Management District (the “Midtown District”) seeks a qualified, experienced, and professional contractor to provide landscape maintenance services at Elizabeth Baldwin Park, located on Elgin Street between Crawford Street and Chenevert Street and Elizabeth Glover Park, located at the corner of Elgin Street and Austin Street in the Midtown District. The Elizabeth Baldwin Park and the Elizabeth Glover Park are collectively referred to herein as the “Parks”). Prospective Responders are invited to submit their bids and qualifications.

BACKGROUND: The area commonly known as “Midtown” is a mixed-use urban area located generally between the Houston Central Business District and the Texas Medical Center. A map showing the boundaries of the Midtown District is attached hereto as Exhibit C and is available on the District’s website at www.midtownhouston.com.

The Midtown District has established a Services and Maintenance Program to support the revitalization and redevelopment of Midtown. The goal of the Services and Maintenance Program is to enhance Midtown’s pedestrian nature, viability, and image by providing well-maintained public spaces and right-of-ways. The Baldwin & Glover Parks Landscape Maintenance Project is designed to help achieve this goal by providing landscape and maintenance services at recently renovated parks in the Midtown District.

PROJECT: The Midtown District seeks a contractor to furnish all personnel and equipment required to provide weekly landscape maintenance services at the Parks. A complete description of the Project is described in the attached scope of services documents. The Midtown District reserves the right to reject any or all bids.

SCOPE OF SERVICES: The selected contractor shall furnish all personnel, materials, tools, equipment, and services required to provide landscape maintenance services at the Parks in the Midtown District. The contractor will provide these landscape maintenance services at least once a week. A more detailed description of the services required is set forth in the “Scope of Services (General Provisions)” attached hereto as Exhibit A and in the “Scope of Services (Specific Provisions)” attached hereto as Exhibit B. The anticipated Project start date is January 1, 2023 or such other date as determined by the Midtown District.

PRICE PROPOSAL: Please provide a price proposal to accomplish the scope described above and in Exhibit A and Exhibit B. Responders must complete the “Official Midtown District Bid Form” attached hereto as Exhibit D. As part of your Bid Form, please include a price proposal for an extra one-time special event servicing of each park, if deemed necessary.

This Invitation To Bid should not be construed as an agreement to purchase goods or services. The Midtown District reserves the right to reject any or all bids.

ADDITIONAL INFORMATION: In addition to providing the Bid Form, Responders must provide the following additional information in order to comply with this Invitation to Bid (“ITB”). Please complete

all sections and respond with a maximum of 20 pages. The Bid Form and key personnel resumes are in addition to the 20-page response limit.

Title Page - The title page should include the ITB subject, the name and address of the Responder, and the required submission date of the Response.

Cover Letter - In the cover letter, outline the sales, operational, customer service and technical contacts within your organization. Include phone numbers and e-mail addresses. In addition, this letter shall include a statement by the Proposer i) accepting all terms and conditions contained in this ITB; ii) that the person signing the transmittal letter is authorized to legally bind the Proposer; and iii) that the proposal and pricing contained therein shall remain firm for a period of 180 days from the date of receipt by the Midtown District.

Company Profile - Provide the following general information about your company and personnel key to providing landscape maintenance services:

1. Name, address, website (if any), and phone number of your company headquarters.
2. Age of company, year of incorporation/formation, and number of employees and revenues related specifically to the delivery of landscape maintenance services.
3. Number of current customers and years of experience in this line of business.
4. Identify all key personnel designated to work on the ongoing aspects of landscape maintenance services of this project.
5. Describe your company's experience with specific examples of work on similar projects, including name of project, name, physical address, email address and phone number of contact person, and a narrative description of the services provided.
6. Description of equipment your company will utilize to perform the identified Scope of Services under this contract.
7. Describe any current or previous relationship with the Midtown District including services and products provided.

Summary of Proposed Approach - Provide the following regarding your company's approach and key personnel to providing landscape maintenance services:

1. Provide a summary that defines your overall approach to provide and manage the landscape services. Provide supporting information, such as organization charts or flow charts that define how your proposed solution is designed to meet the requirements of this ITB. Highlight the capabilities, services, and/or attributes of your firm that differentiate your proposal.
2. Provide copies of any relevant certifications and accreditations obtained by personnel who will be assigned to the project.
3. Provide details about any "Value Added Services" your company proposes in providing landscape maintenance services to the Midtown District. "Value Added Services" means either voluntary contributions or services from the Contractor in furtherance of the Agreement, which shall not be charged to the Midtown District or which will result in cost savings to the Midtown District.

References - Provide the following reference information about your company:

1. Provide up to three references of companies/organizations that have used your services for a minimum of three years on the same or similar basis as is proposed to Midtown District. Contact name(s) and phone number(s) must be included. Also, please indicate

- the length of the relationship, date of service commencement, and what products or services are supplied to each such company.
2. Provide up to three references of companies that have used your services on the same or similar basis as is proposed to the Midtown District for a period of more than 12 months, but less than 24 months. Contact name(s), email address, and phone number(s) must be included.
 3. Provide at least two references for companies that recently issued a Proposal to your company that you were **not** awarded, or that replaced your services with another provider within the last 24 months. Contact name(s), email address, and phone number(s) must be included.

Financial Considerations – In addition to the information requested on the Official Midtown District Bid Form, please provide the following financial related information:

1. Provide a summary that defines your overall pricing strategy proposed for this project. Briefly describe all fees that may be incurred by the Midtown District over the Agreement term.
2. Explain how the proposed pricing strategy will ensure that service and performance levels will be maintained consistently at all times.
3. Identify any other fees or costs the Midtown District will incur as a result of your proposal

INSURANCE REQUIREMENTS: Responders must provide proof of insurance with, at a minimum, the following coverage and limits of liability:

<u>Coverage</u>	<u>Limit of Liability</u>
Worker’s Compensation	Statutory for Workers Compensation
Employer’s Liability	Bodily Injury \$1,000,000
Comprehensive Commercial General Liability, Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, and Completed Operations	Combined limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
Automobile Liability Insurance (for automobiles used by the contractor in the course of its performance under the Agreement including employer’s non-owned and hired auto coverage)	\$1,000,000 combined single limit per occurrence

If the required insurance is not in place at the time Responses are submitted, Responders must show evidence of insurability at the above described coverage limits, which evidence can be in the form of a valid insurance quote or such other evidence of insurability acceptable to the Midtown District. Alternatively, Responders may submit a copy of a valid Certificate of Insurance with the above coverage and limits of liability as proof of insurance.

Insurance must be in effect at the time a Contract is executed with the successful Bidder.

PARTICIPATION OF MINORITY, WOMEN, AND DISADVANTAGED BUSINESS

ENTERPRISES (MWDBE): It is the policy of the Midtown District to stimulate the growth of minority, women, and disadvantaged business enterprises (MWDBEs) by encouraging the full participation of MWDBE businesses in all phases of its procurement activities and affording those firms a full and fair opportunity to compete for contracts. MWDBE firms must be certified by the City of Houston, Houston Minority Business Council, and /or the Houston Women’s Business Council. Proof of such certifications should be included with the Response.

EVALUATION CRITERIA: The contract will be awarded to one or more Responders at the sole discretion of the Midtown District after consideration of the quality of service, product, price and other factors that are deemed relevant to the services to be performed. Prospective Responders must have a satisfactory record of contract performance, integrity and business ethics, and adequate financial resources to meet the contractual requirements over the life of the Agreement. By submitting this Response, Responder warrants that it is legally authorized to do business in the State of Texas (a “Certificate of Registration” from the Texas Secretary of State's Office will be required of the selected Responder prior to contract award), is in compliance with all applicable laws and regulations, is not prohibited from doing business with the Midtown District or with the City of Houston (the “City”) by law, order, regulation, or otherwise, and the person submitting the Response on behalf of the Responder is authorized by the Responder to bind it to the terms of the Response.

In addition to the factors already set forth, the adequacy of the Proposer’s proposal will be evaluated according to the following criteria:

Financial Considerations - 50 POINTS

Organizational Qualifications and References - 25 POINTS

Proposed Approach - 15 POINTS

Minority, Women, Disadvantaged Business Enterprise (MWDBE) - 10 POINTS

CONTRACT AWARD AND TERMS: The Midtown District will negotiate final contract terms upon selection. Any contract presented is subject to review by the Midtown District staff and its legal counsel. Final approval and contract award will be by the Midtown Management District Board of Directors.

PRE-BID CONFERENCE: A Pre-Bid Conference will be held on **November 1, 2022 at 2:00 PM (CST)** at the Midtown District offices located at 410 Pierce Street, Suite 355, Houston, TX 77002. Attendance at the pre-bid conference is strongly encouraged but is not mandatory.

BID SUBMISSION: The Response to this Invitation to Bid should be electronically submitted in a single package (.pdf file) clearly marked for identification in the subject reference line with the Respondent’s name and the words “**Response to Invitation for Bid for Field Maintenance Services Project**”. All Responses must be **RECEIVED** on or before **2:00 PM(CST) on November 15, 2022. NO LATE SUBMISSIONS WILL BE CONSIDERED.** Responses should be submitted via email to mmarshall@midtownhouston.com .

Questions concerning this Invitation To Bid must be submitted via www.CivCastUSA.com (search “Midtown – Landscape and Field Maintenance Services”) on or before 2:00 p.m. (CST) on November 8, 2022.

Exhibit A

Baldwin & Glover Parks Landscape Maintenance Project

Scope of Services

(General Provisions)

PART 1 GENERAL

1.01 WORK COVERED

- A. The Contractor shall furnish all labor, materials, and equipment as necessary to provide a landscape maintenance program in strict accordance with the Specifications and Drawings. The Contractor shall perform all work required as necessary to fulfill the intent of the contract. All work shall be performed in a professional manner, noise kept to a minimum, and work staged from a location on the site as to not interfere with the users.

1.02 SCOPE

- A. Perform all work necessary utilizing acceptable horticultural practices for the landscape maintenance of the project. Such work includes, but is not limited to the following:

1. Litter and debris pick up in both planting and hardscape
2. Cleaning up ash urns
3. Trash removal
4. Pruning of trees
5. Dog run cleaning and upkeep
6. Playground mulch and equipment cleaning
7. Furniture cleaning
8. Wood mulch top dressing
9. Weeding in gardens and turf area
10. Mowing and trimming
11. Irrigation start up and winterizing
12. Irrigation head adjustment
13. Straightening out edging

- B. Related work under a separate contract if specific items are required:

1. Irrigation sprinkler repair (excluding that which damaged by Contractor)
2. Plant replacement at the direction of the landscape architect
3. Graffiti removal
4. Replacement of historic artwork
5. Repair of furniture
6. Gravel mulch replacement
7. Playground mulch replacement
8. Light bulb replacement
9. Electrical outlet replacement
10. Hardscape repairs
11. Decomposed granite replacement

- C. Extra Services: All services not covered under this contract shall be considered “**EXTRA SERVICES**” and will be charged separately according to the nature of the item and work involved. **WRITTEN AUTHORIZATION** for **EXTRA SERVICES** must be obtained prior to performance.

1.03 **REQUIREMENTS OF REGULATORY AGENCIES**

- A. Perform Work in accordance with all applicable laws, codes, and regulations required by authorities having jurisdiction over such work and provide for all permits required by local authorities.

1.04 **CONTRACTOR RESPONSIBILITIES**

- A. Trees, Shrubs and Groundcovers: The Contractor's maintenance of planting shall consist of watering, cultivating, weeding, mulching, pruning, re-staking, tightening and repairing of guys, resetting plants to proper grades or upright position, restoration of the planting saucer, and furnishing and applying such sprays and invigorants as are necessary to keep the plantings free of insects and disease and in thriving condition. Trees, shrubs or groundcover that are damaged or killed due to Contractor's operations, chemicals or negligence shall be replaced at no expense to the Owner.
- B. Irrigation System: Maintenance of irrigation system shall consist of monitoring and adjustment of the duration and frequency of the watering schedule and adjustment of heads for coverage and elevation. Sprinklers or structures that are damaged due to the Contractor's operations must be repaired or replaced by the Contractor promptly. Review the irrigation specifications for training of baseline irrigation controller.
- C. Lawns: Maintenance of lawns shall consist of mowing, watering, weeding, repair of all erosion and reseeding as necessary to establish a uniform stand of specified grasses. Lawn and grass areas that are damaged or killed due to Contractor's operations, chemicals or negligence shall be replaced at no expense to the Owner. Reset edging if out of straight alignment.
- D. Decomposed Granite: Maintenance of decomposed granite areas shall consist of weeding and application of herbicide spray to prevent growth in granite and paved areas where vegetation growth is not permitted. Annual compacting of decomposed granite maybe required to levels identified in drawings and specifications.
- E. Litter Collection: Pick up litter and debris on site and empty trash receptacles at each site visit. This includes maintenance of pet waste stations.

1.05 **EMERGENCIES**

- A. The Contractor shall respond to emergency or complaint calls regarding conditions in the landscape requiring immediate attention such as fallen trees or branches.

PART 2 **PRODUCTS**

2.01 **MATERIALS**

- A. Materials required for installed items shall match those already in use.
- B. Samples of all materials not specified under other sections of these Specifications shall be submitted for review by the Midtown District's Landscape Architect prior to use.
- C. Topdress Fertilizer: Commercial fertilizer with guaranteed analysis of 16-6-8 or as required for application use.

2.02 **REQUIRED EQUIPMENT**

- A. Contractor shall furnish the following maintenance equipment:
 - 1. Lawn Mowers
 - 2. Gasoline Powered Edgers
 - 3. Trash Collection Equipment
 - 4. Line Trimmers
 - 5. Miscellaneous Hand Tools, Rakes, Brooms, Etc.
 - 6. Blowers
 - 7. Other equipment as needed.

PART 3 **EXECUTION**

3.01 **WATERING**

- A. It shall be the responsibility of the Contractor to assure that the correct watering of plant materials is being accomplished through the following irrigation techniques:
 - 1. Regular deep watering to all new trees until there are definite signs that the trees have established themselves, new growth is apparent, and no trees are experiencing stress conditions.
 - 2. Frequent watering to the lawn areas to insure against drying. This may be accomplished as above, by the automatic sprinkler system, hand watering or portable sprinklers. Contractor shall monitor settings of automatic sprinkler controls and recommend necessary adjustments according to climatic changes.
- B. Contractor shall be responsible for damages to irrigation system caused by maintenance operations.

3.02 **MAINTENANCE OF TURF AREAS AND DECOMPOSED GRANITE**

- A. Mowing lawn/grass areas shall be accomplished with sharp, properly adjusted mowers of the correct size for the various areas.
- B. Mowing frequency shall be as per the Landscape Maintenance Program. Blade heights shall be set according to the following schedule.
 - 1. 1 ½ inches Initial Mowing

2. 1 ½ inches April – November
 3. 2 inches December – March
- C. In the event of a prolonged rainy period and a surge of leaf growth is anticipated, the mower height may be readjusted to prevent “scalping” or skinning of lawn on preceding cuts.
 - D. Lawn shall be edged evenly at all walks, headers and other structures as per the schedule, using an edger, not a line trimmer.
 - E. Until the establishment of the turf, the Contractor will be responsible for replacing soils that have eroded onto the paved areas. Residual soils on paving will be removed and if not mingled with objectionable materials may be re-used in eroded areas.
 - F. Immediately upon observing any lawn grass spreading into shrub or groundcover areas, the Contractor shall initiate a program of removal and maintain this program throughout the maintenance period.
 - G. Any lawn grass appearing in paved areas shall receive an application of soil sterilant according to manufacturer’s direction. The sterilant shall be approved and will not be detrimental structurally to paved areas.
 - H. Special effort shall be given to control fire ants infesting the site. After control is accomplished, the ant mounds shall be lowered and tamped to the existing grade.
 - I. Apply topdress fertilizer after grassing, if needed.
 - J. Decomposed granite areas shall be weeded, and herbicide spray shall be used to prevent growth in granite and paved areas where vegetation growth is not permitted.

3.03 MAINTENANCE OF TREES AND SHRUBS

- A. Contractor shall adjust and tighten as required all tree staking and guying. Removal as directed by Owner's Representative.
- B. Contractor shall periodically prune or shape trees to promote correct growth (six inches diameter or less). All major pruning shall be done only under the direction of the Owner/Owner’s Representative.
- C. Contractor shall deep water all new trees until there are definite signs the trees have established themselves and are pushing out new growth.
- D. Watering basins shall be removed by Contractor after the trees have established themselves or as directed by Owner's representative. Basins are normally removed one year from time of planting.
- E. All weeds within the mulched area around each tree and in each shrub bed shall be removed as often as required. Under no circumstances shall weeds and grass within planted areas be allowed to attain more than 4 inches growth.

- F. Contractor shall be continuously alert for signs of insect presence or damage or the presence or damage from plant fungi. Upon locating such evidence, the Contractor shall report it to the Owner's Representative and take action as directed.

3.04 MAINTENANCE OF IRRIGATION SYSTEM

- A. Irrigation System: Maintenance of irrigation system shall consist of monitoring and adjustment of the duration and frequency of the watering schedule and adjustment of heads for coverage and elevation, repair of leaks in both mains and lateral lines and all other work required to establish a complete working irrigation system. Contractor shall be responsible for start up and winterizing irrigation system based on seasonal conditions.

3.05 TRASH COLLECTION

- A. Removal of debris from the site unrelated to horticultural maintenance (paper, bottles, cans, plastics, "Pirate" signs, etc.) shall be the responsibility of the Contractor. Contractor shall pick up trash and empty trash receptacles at each site visit. Frequency as per Landscape Maintenance Program. This includes trash removal from all gardens, hardscape areas as well as trash bins.
- B. Pet Waste Stations: Maintenance of pet waste stations shall consist emptying of trash receptacle and maintaining supply of waste collection bags at each station.

PART 4 SCHEDULES

4.01 THE EXECUTION ITEMS OF PART 3 IN THIS SPECIFICATION SHALL BE PERFORMED ONCE PER WEEK FOR THE MAINTENANCE PERIOD:

- A. Should the Contractor require an alteration of the Schedule, contact the Owner.

4.02 TOPDRESS FERTILIZER

- A. Thirty (30) days after seeding.

4.03 MULCHING, WEEDING, WEED CONTROL, GUYING AND STAKING ADJUSTMENT

- A. As required at each visit.

4.04 MEETING

- A. Contractor shall meet once each month and at the end of the maintenance period with the Owner/Owner's Representative. Contractor shall review irrigation system schedule and operation and other pertinent and helpful maintenance information at each meeting.

Exhibit B

Baldwin & Glover Parks Landscape Maintenance Project

Scope of Services

(Specific Provisions)

The guidelines as included herein shall govern the work where applicable based on the frequency assigned each area. Should the Contractor require an alteration of the Schedule, contact the Owner. (NOTE: Pruning applies to trees with diameter of six (6) inches or less.)

JANUARY: Weeks 1, 2, 3, 4

Trees and Shrubs

Trees shall be pruned. Do not change shape of tree, prune to enhance shape. Pruning in this manner will promote better growth. Weed beds as required. Apply dormant oil to all trees showing signs of scale. Top dress wood mulch beds to create a minimum of 3” mulch. Do not put wood mulch on top of existing gravel mulch. Refer to project construction drawings for clarification.

FEBRUARY: Weeks 1, 2, 3, 4

Trees and Shrubs

Continue pruning trees for shape and to remove dead wood. Watch shrubs for winter damage and over-watering by rainfall. Apply pre-emergent.

MARCH: Weeks 1, 2

Trees and Shrubs

Apply tree fertilizer to established trees. Deep root feeding is method to use during this period. Iron and other elements shall be applied if needed. Fertilizer applied shall be Davey 30-10-7 for trees and shrubs. Fertilize acid loving plants as called for under “Acceptable Products.” Do not fertilize flowering shrubs until blooming is completed.

Check plants for adequate watering to prevent any winter damage. Water if necessary. Prune dead wood as required. Continue to weed beds.

Mulch (shredded hardwood) shall be placed in all beds, at two-inch layer over existing mulch. Do not pile mulch on top of tree trunk. Dead vines should be removed. Flowering plants should be fertilized only after blooming.

MARCH: Weeks 3, 4

Trees and Shrubs

Inspect evergreens for insects and diseases, particularly bores. Spray as required. This will be considered an extra service. Continue to weed beds. Fertilize trees and flowering shrubs if they have buds.

Application should be no less than 12-4-8 or 16-4-8 at a rate of ten (10) pounds per 1,000 square feet.

APRIL: Weeks 1, 2, 3, 4

Seasonal Color

Remove winter seasonal color plants, prepare bed and plant new seasonal color plants after April 15.

Trees and Shrubs

Flowering plants should be through flowering and ready to be pruned and fertilized, if not already completed. Prune remaining dead wood from trees and shrubs, retaining natural shape. Continually remove all suckers on base of trees.

MAY: Weeks 1, 2, 3, 4

Trees and Shrubs

Inspect evergreens for mites and borers and spray as required. Inspect plants for scale insects and spray as required. Inspect flowering trees for powdery mildew and apply fungicide as required. This service will be considered an extra service. Apply herbicide to shrub beds as required, using the same materials as early spring. Weed beds as required.

MAY: Weeks 3, 4

Trees and Shrubs

Continue to check plants for pests and control as required. Water any established plants as needed. Pruning shall cease until Fall. Apply fertilizer to acid loving plants as per “Acceptable Products” page and Frequency Schedule.

JUNE: Weeks 1, 2, 3, 4

Trees and Shrubs

Maintain adequate moisture for newly planted trees and shrubs. Water any established plants as needed. Continue to check plants for pests and control as required. Weed beds as required.

JULY: Weeks 1, 2, 3, 4

Trees and Shrubs

Maintain adequate moisture for newly planted trees and shrubs. Water any established plants as needed. Continue to check plants for pests and control as required. Weed beds as required.

AUGUST: Weeks 1, 2, 3, 4

Trees and Shrubs

Continue to check trees and shrubs for adequate moisture around root balls. No pruning shall be done during this period. Check all trees and shrubs for possible disease and insects, spray if necessary. Weed beds as required. Top dress wood mulch beds to create a minimum of 3” mulch. Do not put wood mulch on top of existing gravel mulch. Refer to project construction drawings for clarification.

SEPTEMBER: Weeks 1, 2

Trees and Shrubs

Maintain adequate moisture for newly planted trees and shrubs. Water any established plants as needed.

SEPTEMBER: Weeks 3, 4

Trees and Shrubs

Maintain adequate soil moisture for all trees and shrubs. Prune only if necessary. Continue to check for any pests or diseases, apply chemicals as required.

OCTOBER: Weeks 1, 2, 3, 4

Seasonal Color

Remove winter seasonal color plants, prepare bed and plant new seasonal color plants after October 15.

Trees and Shrubs

Shrubs and groundcovers should be fertilized with a ratio of 1-1-1 at a rate of ten (10) pounds per 1,000 square feet.

NOVEMBER: Weeks 1, 2, 3, 4

Trees and Shrubs

Examine plants for pests and spray as required. Do not use pesticides unless necessary. Weed beds as required.

DECEMBER: Weeks 1, 2, 3, 4

Trees and Shrubs

Remove leaves from beds. Weed beds as required. Check plants for diseases, spray as required.

Exhibit C Map of the Midtown Management District

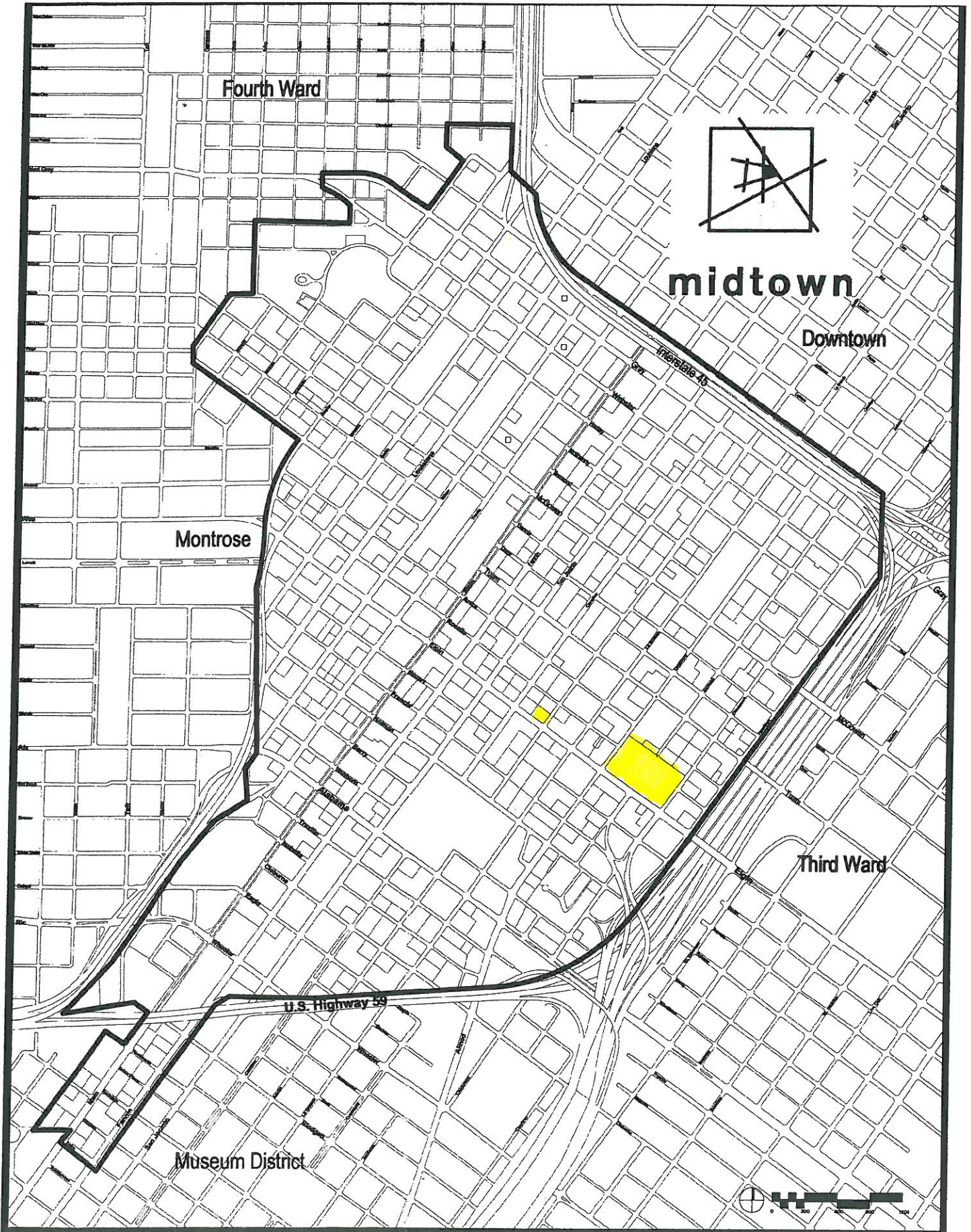


Exhibit D

Official Midtown District Bid Form

To: **Midtown Management District**
Attention: Mr. Marlon Marshall
410 Pierce Street, Suite 355
Houston, Texas 77002

Project: **Baldwin & Glover Parks Landscape Maintenance Project**

In compliance with the Invitation To Bid by the Midtown Management District and subject to all conditions and specifications thereof, the undersigned offers and agrees to furnish all equipment and labor as provided in the above-mentioned specifications.

Bidder: _____

Bid Price (monthly): \$ _____ (per month)

One-time event service (Baldwin Park): \$ _____

One-time event service (Glover Park): \$ _____

MWDBE STATUS: Is your company a Minority, Women, or Disadvantaged Business Enterprise (MWDBE) certified by the City of Houston, Houston Minority Business Council, and /or the Houston Women’s Business Council?

_____ Yes _____ No

If yes, please attach certificate*

Years in Business: How many years has your company been in business? _____
Please attach Certificate of Business Formation.*

*Name on the certificate must match the name of the Responder.