



**REQUEST FOR PROPOSAL**

*for*

**Grounds Maintenance Services**

*by*

**Brays Oaks Management District**

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**I. BIDDING AND INSTRUCTIONS**

**A. Proposal and Pre-proposal Information**

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

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

The District waives the requirements for a Pre-Proposal Conference.

Proposal shall be sealed, marked and addressed as follows:

Bid Document for:    Grounds Maintenance Services  
                              Brays Oaks Management District, Houston, Texas.  
                              Submitted by \_\_\_\_\_

and shall be delivered to the office of Hawes Hill & Associates, 9600 Long Point Road, Suite 200, Houston, Texas 77055; by **05:00 p.m., local time, 03/27/2025.**

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

**THE BRAYS OAKS MANAGEMENT DISTRICT IS TAX EXEMPT.**

Bids may be withdrawn on written request from the Bidder addressed to the District attn.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

The District reserves the right to award the Contract in his best interests, to reject any or all proposals. Proposals shall remain in force and effect for a period of not less than ninety (90) days after the opening date. Where applicable, unit prices shall be provided for future adjustments in the quantity of bid items. These prices shall be firm and honored by the Contractor for the full period of the Contract. A Contract will not be awarded to any person, firm or corporation that has failed to perform satisfactorily and faithfully on any previous Contract or order from BRAYS OAKS MANAGEMENT DISTRICT. If the Contract is to be awarded, it will be awarded to the responsible bidder that, in the District’s judgment, will be most advantageous to the District and result in the best and most economical completion of the work. Award of contracts may be in the Services Agreement attached hereto and issued by the District on the basis of the best bid from the most qualified bidder. The Contract will be a lump sum Contract meaning the payments for work will be based upon the percentage of work complete as agreed on by the District and the District’s Representative, as it may designate.

B. Proposal Documents

This document incorporates all documents associated with this Request For Proposal for the Grounds Maintenance Services. Addenda will be issued to all known Bidders.

All questions concerning discrepancies, omissions, or doubts as to the meaning or intent of the Request For Proposal documents must be submitted in writing by no later than **05:00 p.m., 03/13/2025** to the District's Representative, attn. Josh Hawes. Responses to these written questions will be in the form of an addendum to these documents distributed to all known bidders. Receipt of addenda to the Bidder must be acknowledged on the Form of Proposal.

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

C. Form of Contract Agreement

The Contract Agreement between District and Signing Contractor shall be as included in this Request For Proposal and shall be executed and delivered by the successful Bidder for signature by the District after acknowledgment by the Signing Contractor of intent to honor of submitted bid and intent to sign Contract.

D. District's Representatives

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

E. Qualifications of Bidders

The District may make such investigation as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish the District all such information and data for this purpose as the District may request. The District reserves the right to reject a bid if the evidence submitted, or investigation of reveals such Bidder is not properly qualified to carry out the obligations of the Contract Documents. Conditional bids will not be accepted.

II. FORM 1295

ALLEN BOONE HUMPHRIES ROBINSON LLP

ATTORNEYS AT LAW

PHOENIX TOWER  
3200 SOUTHWEST FREEWAY  
SUITE 2600  
HOUSTON, TEXAS 77027  
TEL (713) 860-6400  
FAX (713) 860-6401  
abhr.com

MEMORANDUM

TO: Board of Directors

DATE: January 19, 2016

RE: Implementation of House Bill 1295

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

- A *governmental entity* is a municipality, county, public school district or special purpose district or authority.
- A *business entity* is any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.
- An *interested party* is (i) a person who has a *controlling interest* in a business entity with whom a governmental entity or state agency contracts; or (ii) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.
- A *controlling interest* is defined as: (i) an ownership interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent, (ii) membership

on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members, or (iii) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

- An *intermediary* is a person who actively participates in the facilitation of a contract or negotiating a contract, including a broker, adviser, attorney or representative of or agent for the business entity who: (i) receives compensation from the business entity for the person's participation; (ii) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and (iii) is not an employee of the business entity.

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

1. The business entity registers for an online account with the TEC.
2. The business entity accesses the TEC website and completes an online FORM 1295, making all necessary disclosures required by HB 1295. (Some of the information needed for the business entity to complete FORM 1295 will need to be provided by the governmental entity.)
3. The TEC website then generates a PDF version of FORM 1295 with a "certificate number" as a certification of filing.
4. The business entity then prints off, executes and notarizes a hard copy of FORM 1295 and submits it to the governmental entity on or before the award of the contract.
5. The governmental entity then has 30 days to access the TEC website and confirm receipt of FORM 1295 by entering the certificate number.

This new procedure will be required for any new, amended, extended, or renewed contract entered into on or after January 1, 2016. We fully expect implementation of HB 1295 to be time-consuming and difficult, especially initially. ABHR is working diligently to standardize processes and procedures. We will be working with your engineer, operator, financial advisor, bookkeeper, and other consultants who solicit contracts on your behalf.

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

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

**OFFICE USE ONLY**

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

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

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

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

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**

**III. PROPOSAL FORM**

For: Grounds Maintenance  
Request for Proposal

Submitted without exception to:

BRAYS OAKS MANAGEMENT DISTRICT  
Attn. Mr. Josh Hawes  
9600 Long Point Road, Suite 200  
Houston, Texas 77055

Gentlemen:

I, \_\_\_\_\_ of \_\_\_\_\_ the undersigned, having carefully examined the Bidding Requirements, Contract Forms, Conditions of the Contract Specifications, Drawings, and all other Documents referred to therein, do hereby agree to furnish all labor, materials and services necessary to fabricate and install the hardscape, landscape and irrigation in accordance with the Contract Documents.

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that: Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which are hereby acknowledged:

Addendum No.	Date Received	Acknowledgment
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

1. By submitting a Bid, each Bidder agrees to fully and forever waive and release any claim (known or unknown) it has or may have against the DISTRICT and their respective attorneys, employees, consultants, representatives, and agents arising out of or in connection with the: (i) administration, evaluation, or recommendation (or lack thereof) of any Bid; (ii) waiver of any requirements under the Bid Documents or the CONTRACT DOCUMENTS; (iii) acceptance or rejection of any bids; (iv) award of the Contract; and, (v) provision of references (positive or negative) in connection with any work performed by Bidder, and Bidder's CONTRACTORS and SUBCONTRACTORS in connection with the Project and the CONTRACT DOCUMENTS, to which Bidder hereby consents and authorizes.
2. By submitting this proposal, the Bidder agrees that this proposal may be held by the District for a period of not more than 90 days from the receipt of this bid, and that if awarded the Contract for the work, will commence work within 10 days after receipt of Notice To Proceed and comply with the requirements of the Contract Documents.
3. It is understood the District reserves the right to reject any and all bids and to waive any informality or irregularity in any bid which, in his judgment, is in his own best interests.



4. The District reserves the right to select any or all of the items in Section VI The Work, Unit Price Schedule for Base Areas and Supplemental Services.
5. Bidder agrees, if awarded the Contract, to complete all work required by the Contract Documents within the specified time limit of said Contract.
6. Submitted by virtue of this proposal are hereby acknowledged by the District to be made under the assumption that the successful bidder will not be prevented, on account of strikes or other disruptions affecting sources of supply or affecting normal progress of work, from obtaining the materials necessary to complete the work covered by this proposal.
7. Bidder or Seller may not assign this agreement or any portion thereof, without the written approval of the District.
8. It is understood and agreed to by the undersigned that the opening of the proposals will be public and that the District has the unassailable right to accept or reject any or all proposals for any reason without conveying these reasons to any party. It is understood and agreed by the undersigned that the material specified in this Request for Proposal is to be placed in existing areas of the District, and that the indicated dates for delivery and installation are based upon a current schedule. We agree that any changes in these dates caused by changes in the maintenance schedule beyond the control of the District, will not affect the prices which we have proposed.
9. Contractor submitting this proposal acknowledges having read and understood all the requirements of these bidding document and specifications. CONTRACTOR has familiarized himself with the existing conditions of the site(s).

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

**SUMMARY**

DESCRIPTION		PRICE
Total Monthly Invoice Amount		
Total Contract Amount per Contract Year		

[SIGNATURE PAGE FOLLOWS]

**CONTRACTOR:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**IV. FORM OF AGREEMENT (MASTER SERVICES AGREEMENT)**

**MASTER SERVICE AGREEMENT  
FOR  
BRAYS OAKS MANAGEMENT DISTRICT GROUNDS MAINTENANCE**

This Service Agreement (this “Agreement”) is effective as of the \_\_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_, by and between Brays Oaks Management District, a conservation and reclamation district and a body politic and a political subdivision of the State of Texas, created under the authority of Article XVI, Section 59 of the Texas Constitution and operating under and governed by the provisions of Chapter 49 and 54, Texas Water Code, as amended (the “District”), and \_\_\_\_\_ (the “Contractor”).

RECITALS

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

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

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

1. SERVICES

1.1. Services. Contractor shall perform landscape services (the “Services”) for the District as authorized from time to time by written task orders (“Task Orders”) approved by District’s Board of Directors (the “Board”), and Contractor shall be compensated for such Services as approved by the Board. Contractor may not deviate from approved Services without the prior written consent of the Board. Task Orders shall be evidenced by a written proposal or service order, which shall include the Services to be performed, the location, and the fees. Nevertheless, all proposals or service orders of the Contractor that are approved by the Board are governed by the terms of this Agreement even if such proposal or service order does not expressly reference or is not attached to this Agreement. Any additional Task Order shall be approved by the Board and added as another exhibit to this Agreement, signed and dated by District and Contractor. The exhibits added shall be sequenced in alphabetical order beginning with **Exhibit A** and shall be dated when approved by the Board. All fees described in the Task Orders shall include charges for labor, materials, insurance, equipment and any other items required to perform the work in the Services. The terms of this Agreement shall supersede any standard or preprinted terms appearing on the face or reverse side of any Task Order, and the Services authorized by each Task Order shall be subject to the terms and conditions of this Agreement.

2. COMPENSATION

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

Ms. Susan Hill  
Brays Oaks Management District c/o  
Hawes Hill & Associates LLP  
P.O. Box 22167  
Houston, TX 77227-2167  
Email: [shill@haweshill.com](mailto:shill@haweshill.com)

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

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

### 3. GENERAL CONDITIONS

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

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

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

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

- A. Workers' Compensation Insurance covering liability arising out of Contractor's employment of workers and anyone for whom the employer may be liable for workers' compensation claims

at limits as imposed by statute. Workers' compensation insurance is required, and no alternative forms of insurance shall be permitted.

- B. Employer's Liability Insurance Limitations with limits of not less than \$500,000.
- C. Commercial General Liability Insurance with limits not less than:
  - 1. Each occurrence – \$1,000,000
  - 2. General aggregate - \$2,000,000
  - 3. Products-Completed Operations Aggregate - \$2,000,000
  - 4. Personal & Advertising Injury - \$1,000,000
- D. Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000 (combined).
- E. Excess Liability: \$2,000,000/\$2,000,000.

Contractor's insurance shall include the following endorsements:

- A. The District and the District's agents and employees shall be added as additional insureds to all coverage required under this Agreement for all liability arising out of Contractor's work under this Agreement, except for workers' compensation insurance, as to the full limits of liability provided by each insurance policy (including limits greater than the minimum limits required herein).
- B. All required insurance shall be endorsed to provide that coverages afforded under the policy will not be canceled or modified without at least seven (7) days prior written notice to the District. Renewal certificates shall be provided at least seven (7) days prior to the termination date of the current certificates of insurance during the term of this Agreement.
- C. Inasmuch as District and Contractor intend that all of Contractor's insured loss and liabilities fall upon Contractor's insurers, without recourse against District, Contractor agrees to cause all of its policies of insurance maintained in force or procured by Contractor to provide, if necessary by endorsement, that each such insurer fully waives subrogation against the District and its agents and employees.
- D. All of the aforesaid policies shall be endorsed to provide that the coverage provided to the District as an additional insured will be on a primary basis, and not in excess of other insurance coverage available to the District, and that neither Contractor nor its insurer will seek contribution or recovery from the District or such other insurance available to the District.
- E. Contractor shall cause its subcontractors, including all persons hired by Contractor who are not Contractor's employees, who perform any part of the work hereunder, to be added as additional insureds to all coverage required under this Agreement, as to the full limits of liability provided by each insurance policy (including limits greater than the minimum limits required herein).

3.04. Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.21. Contracting Information.

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

- A. preserve all Contracting Information related to the Agreement as provided by the records retention requirements applicable to the District for the duration of this Agreement;
- B. promptly provide to the District any Contracting Information related to the Agreement that is in the custody or possession of the District on request of the District; and
- C. on final completion of the Agreement, provide at no cost to District all Contracting Information related to the Agreement that is in the custody or possession of the Contractor or preserve the Contracting Information related to this Agreement as provided by the records retention requirements of the District.

(b) Contracting Information means the following:

- i. information in a voucher or contract/agreement relating to the receipt or expenditure of public funds by a governmental body;
- ii. solicitation or bid documents relating to a contract/agreement with a governmental body;
- iii. communications sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor during the solicitation, evaluation, or negotiation of a contract/agreement;
- iv. documents, including bid tabulations, showing the criteria by which, a governmental body evaluates each vendor, contractor, potential vendor, or potential contractor responding to a solicitation and, if applicable, an explanation of why the vendor or contractor was selected; and



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

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

[EXECUTION PAGE FOLLOWS]

BRAYS OAKS  
MANAGEMENT  
DISTRICT

By: \_\_\_\_\_

Name: Ralph Rieger

Title: Chairman, Board of Directors

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors

(SEAL)



[CONTACTOR]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## V. STATEMENT OF WORK

### STATEMENT OF WORK

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

1. Scope of Work. The Contractor shall perform the work further described in Section VI The Work.
2. Term and Work Schedule. The Contractor shall perform the Work described above in accordance with the following time schedule:
  - a. The term of this Task Order #1 is three (3) years. The Commencement Date is **04/01/2025** and the Completion Date is **12/31/2028**. Any extension of time shall not exceed two (2) years.
  - b. The Work shall commence on the Commencement Date and shall be completed on the Completion Date and occur at the frequencies specified in Section VI The Work.
3. Contractor’s Fees; Payment Schedules. Contractor’s Unit Prices and Fees are set forth in Section VI The Work Unit Price Schedule for Base Areas and Supplemental Areas.
  - a. The Unit Price Schedule for Base Areas and Supplemental Areas sets forth the Unit Prices for the base services and supplemental services provided by Contractor and related to services performed by the Contractor pursuant to this Agreement. Any new service or section not listed will be added with a change order based on unit cost. Additionally, the Unit Price Schedule for Base Areas and Supplemental Areas sets forth the fees to be paid to Contractor each month for services rendered pursuant to this Agreement, along with the overall annual cost for each service. The fees payable to Contractor for each month is proportional to the services scheduled and provided during that month, estimated supplemental service, and the equipment and crews. Any new section not listed will be added by a change order based on unit cost.
  - b. The Brays Oaks Management District is exempt from sales tax. The number of visits is based on weekly visits. Payments will be based on the actual visits.
4. Monthly Invoicing: The Contractor shall invoice the District on a monthly basis, in arrears, for Work provided in the previous month. All invoices issued by the Contractor must comply with Section 2 “Compensation” of the Agreement (including any subsections). The District shall pay the Contractor’s invoices in accordance with Section 2 of the Agreement.

5. Names of Contractor Representatives.

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

Name: [CONTRACTOR'S CONTRACT MANAGER NAME]

Address: [CONTRACTOR'S CONTRACT MANAGER ADDRESS]

Mobile Phone: [CONTRACTOR'S CONTRACT MANAGER PHONE]

Email: [CONTRACTOR'S CONTRACT MANAGER EMAIL]

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

i. [CONTRACTOR'S PERSONNEL'S NAMES]

ii. [CONTRACTOR'S PERSONNEL'S NAMES]

iii. [CONTRACTOR'S PERSONNEL'S NAMES]

iv. [ADD ADDITIONAL NAMES AS NECESSARY]

## VI. THE WORK

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

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

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

#### 1.1 **Turf Type:**

##### 1.1.1 **“Turf Areas”:**

- Esplanades with Non-Irrigated Turf Grass
- Parks
- CenterPoint Easement

#### 1.2 **Landscape Maintenance Specifications:**

##### Turf Areas:

1.2.1 Turf areas will be mowed per the Maintenance Schedule.

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

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

1.2.4 All areas where the turf meets walls, fences, barricades, manholes, utility boxes, trees, landscaping beds, or other protrusions must be neatly trimmed at each visit. Line trimmers may not be used adjacent to trees, perennials/ground cover, wood fences, and wood signs. Contractor will be liable for damage caused by trimming equipment.

1.2.5 Turf Areas shall be mowed using a rotary mower at the height and frequency established in the Maintenance Schedule.

1.2.6 All trash and debris are to be removed from the esplanades prior to mowing as shown in Exhibit B.

1.2.7 All weeds are to be eliminated and fire ant hills treated in esplanades at each scheduled maintenance visit. Contractor shall broadcast “Top Choice” ant bait.

##### Trees and Ground Cover

1.2.8 Contractor shall perform safety pruning on trees overhanging walking trails, sidewalks, streets, parking lots, landscape beds within the facilities per Exhibit A.

1.2.9 Tree and ground cover growth found to be obstructing vehicular site lines shall be pruned on an as-needed basis and meet regulatory requirements. If vegetation cannot be

maintained in a manner that provides safe sightline views for vehicular traffic a proposal shall be submitted for District approval to adjust the landscape planting as a supplemental service.

- 1.2.10 Trees shall be routinely assessed for decline and disease during the growing season when all leaves are present. Contractor shall prune all affected growth as needed. If the tree requires excessive pruning, notify the District and provide a proposal for approval to replace the tree as a supplemental service.
- 1.2.11 Leaning trees shall be straightened and re-staked as often as necessary to assure proper growth and establishment. Guy wires shall be adjusted to assure no girdling occurs on tree trunks. Guying and stakes shall be removed by Contractor immediately upon trees becoming rooted in. This shall begin to be assessed after one (1) full year from installation.
- 1.2.12 Tree rings for trees in turf areas shall be raked out to allow turf growth encroachment so that mulching is no longer required and the grade below the tree is flush with the surrounding turf. As turf begins to become established, Contractor shall begin to maintain the bare area of six (6) inches from the tree trunk continuously around the tree as a buffer with herbicide, as needed, in order to avoid trimmer damage to tree trunks. This shall occur at the same time that tree stakes and guys wires are removed.
- 1.2.13 As often as needed, Contractor shall remove dead branches that may cause harm to persons or property. Notify the District and provide a proposal for approval to remove large dead branches as a supplemental service.
- 1.2.14 Plant material (all trees, shrubs, groundcover, perennials, and annuals) shall not be pruned into boxes or balls but be allowed to grow neatly together into a mass. Contractor shall trim plant material as needed that blocks monument lettering or lighting.
- 1.2.15 Contractor shall trim all ground cover as needed to limit vertical growth and to prevent lateral growth from spreading out of the bed and encroaching on adjacent sidewalks, curbs, or other areas.
- 1.2.16 Vine growth on any tree shall be trimmed at the base of the tree and treated with an appropriate herbicide immediately upon discovery.

#### Mulched Beds and Tree Rings

- 1.2.17 All mulched beds shall be weeded continuously throughout the year to provide a well-maintained appearance. Beds at or along high visibility areas are to be inspected weekly. Weed removal shall be done by hand, with a hoe, or by pre/post-emergent chemical treatment. Weeding with line trimmers is not acceptable.
- 1.2.18 Two (2) inches of compost mulch shall be maintained in all mulched beds and tree rings along the main corridors as shown in Exhibit B. When applying the mulch, care should be taken to avoid excessive mulch build-up over plant material. Excessive accumulation of compacted mulch shall be avoided, and removed as necessary.

#### Chemical Applications

- 1.2.19 All turf areas shall be treated with pre-emergent herbicide in accordance with the Maintenance Schedule. Similar weed control may also be used in mulched beds if it will not harm the contained plant material.

- 1.2.20 All turf areas shall be treated with an appropriate post-emergent in accordance with the Maintenance Schedule, and when the temperature is appropriate.
- 1.2.21 If any plant material shows signs of insect infestation or damage, the plant material must be promptly treated with the appropriate chemical for controlling the infesting pest. This includes by example but is not limited to, chinch bugs in the turf, aphids on crape myrtles, pine bark beetles, armyworms, and/or webworms in trees. Contractor may use preventative insect control, such as dormant oil, as Contractor deems appropriate.
- 1.2.22 If any plant material shows signs of fungus or disease, the plant material must be promptly treated with the appropriate chemical for controlling the problem. This includes by example but is not limited to, brown patches in the turf and powdery mildew on shrubbery. Contractor may use preventative treatments, such as systemic fungicides, as Contractor deems appropriate.
- 1.2.23 Application of pesticides shall be supervised by a licensed applicator.
- 1.2.24 Contractor shall perform soil tests on an annual basis in the fall from representative locations to assess the need for correcting major deficiencies. Contractor will coordinate the representative locations in advance with the District.
- 1.2.25 Contractor agrees to follow OSHA guidelines to protect workers when applying chemicals. Contractor also agrees to follow all manufacturers' guidelines and all applicable local, state, and federal requirements regarding materials, method of application, and disposal of excess or waste materials. Contractor must use licensed chemical applicators or provide supervision by licensed chemical applicators as required by law.
- 1.2.26 Contractor shall retain detailed records of all chemical applications and provide copies to District upon request. The records must include the following information: name/manufacturer of chemical, date/time of each application, application rate used, the total amount applied, method of application, and name of licensed personnel overseeing the application.
- 1.2.27 Contractor must keep Material Safety Data Sheets on all chemicals applied and provide copies to the District upon request.

Emergency Coverage

- 1.2.28 Contractor shall provide a phone number to the District at which responsible personnel can be contacted for emergency coverage 24 hours a day and 365 days a year.
- 1.2.29 Contractor must provide an on-site response to the District request for emergency service within four (4) hours. For irrigation problems resulting in continuously running water, Contractor may shut off the water and perform the repair on the next business day.

Required Reporting

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

Landscape Material Warranty

- 1.2.31 Contractor shall provide a thirty (30) day warranty and promptly replace at its own cost any seasonal color that dies or fails to bloom after installation by Contractor.
- 1.2.32 Contractor shall provide a one (1) year warranty and promptly replace at its own cost any new trees, ornamental grasses, perennials, or ground cover that dies after installation by Contractor.
- 1.2.33 Contractor is responsible for maintaining all plant materials in a healthy condition. Contractor shall promptly replace at its own cost any trees, shrubbery, or ground covers that are damaged or killed due to Contractor's negligence or inaction including improper watering or feeding, uncontrolled pests, Contractor equipment damage, or other maladies within Contractor's responsibility and/or control. Acts of God, acts by others, vandalism, vehicle accidents, and other causes out of Contractor's control are excluded.
- 1.2.34 Any such replacements must be made in a timely manner using plant materials that match the species, size, and shape of the replaced landscape materials.

General Conditions

- 1.2.35 Workers shall be uniformed, neat in appearance, fully clothed, and perform work in a professional manner. Uniforms shall display the company logo and name in a clear and legible manner across all crews. All Contractor vehicles shall be clearly identified.
- 1.2.36 Contractor shall be responsible for providing workers with any required PPE gear.
- 1.2.37 Workers shall be trained and competent in their assigned job functions.
- 1.2.38 Contractor shall maintain restroom facilities for workers. No employees are to use the outdoors as restroom facilities.
- 1.2.39 Contractor shall utilize temporary traffic cones on open roadways for worker and vehicle safety. Workers must exercise care and wear reflective vests when working in open roadways. Parking in active school zones is prohibited.
- 1.2.40 Except in emergency situations, traffic lanes must not be closed during rush hours periods and school zone periods (6:30 am to 8:45 am and 2:30 pm to 6:30 pm).
- 1.2.41 Regular maintenance may begin no earlier than 7:00 a.m. and must be complete by sundown. Except in unusual circumstances, regular maintenance must be done Monday through Friday. If a visit is missed due to inclement weather, it shall be made up as soon as possible; however, in no case should a visit be made in intervals less than 5 days. If prolonged inclement weather prevents the visit from being made up before the next scheduled visit, the District must be immediately notified. Missed visits can be made up during winter months as supplemental visits if approved by the District.

[Remainder of the page left intentionally blank.]



2. **Schedule.** The Contractor shall perform the Work described above in accordance with the following time schedule:
  - 2.1. The Work shall commence on the Commencement Date and shall be completed on or before the Completion Date.
  - 2.2. This exhibit provides a summary of maintenance responsibilities and frequencies. These frequencies are based on weekly or monthly visits; the number of monthly visits is based on a Tuesday schedule. The specific responsibilities are described therein.
  - 2.3. The Contractor shall specify on Exhibit B Specific Areas Maintenance Plan the schedule of work proposed for each of the specific areas.

[Remainder of the page left intentionally blank.]

## Maintenance Schedule

DESCRIPTION	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
<b>MOW, EDGE, TRIM, BLOW, &amp; TRASH</b>													
<b>ESPLANADES</b>													
Chimney Rock (Blue Areas)	2	2	3	4	4	4	4	4	4	3	2	2	38
Chimney Rock (Red Areas)	1	1	2	2	2	2	2	2	2	2	2	1	21
Creekbend (Blue Areas)	2	2	3	4	4	4	4	4	4	3	2	2	38
Fondren (Blue Areas)	2	2	3	4	4	4	4	4	4	3	2	2	38
Fondren (Purple Areas)	1	1	1	1	1	1	1	1	1	1	1	1	12
Fondren (Orange Areas)	0	1	2	2	2	2	2	2	2	2	1	0	18
Fondren Meadow (Blue Areas)	2	2	3	4	4	4	4	4	4	3	2	2	38
Hillcroft (Purple Areas)	1	1	1	1	1	1	1	1	1	1	1	1	12
S. Braeswood (Blue Areas)	2	2	3	4	4	4	4	4	4	3	2	2	38
S. Braeswood (Purple Areas)	1	1	1	1	1	1	1	1	1	1	1	1	12
S. Gessner (Blue Areas)	2	2	3	4	4	4	4	4	4	3	2	2	38
S. Gessner (Purple Areas)	1	1	1	1	1	1	1	1	1	1	1	1	12
S. Post Oak (Purple Areas)	1	1	1	1	1	1	1	1	1	1	1	1	12
W. Airport (Blue Areas)	2	2	3	4	4	4	4	4	4	3	2	2	38
W. Airport (Purple Areas)	1	1	1	1	1	1	1	1	1	1	1	1	12
W. Bellfort (Blue Areas)	2	2	3	4	4	4	4	4	4	3	2	2	38
W. Bellfort (Orange Areas)	0	1	2	2	2	2	2	2	2	2	1	0	18
<b>NON-ESPLANDES</b>													
Beltway 8 (Frontage ROW)	1	1	1	1	1	1	1	1	1	1	1	1	12
Keegans Trail (Brays Oaks Trail)*	1	1	1	1	2	2	2	2	2	2	2	1	12
S. Post Oak (ROW)	2	2	3	4	4	4	4	4	4	3	2	2	38
Westbury Community Garden	1	1	1	2	2	2	2	2	2	1	1	1	18
W. Bellfort and Burdine St. (ROW)	1	1	1	1	1	1	1	1	1	1	1	1	12
Gasmer / Levitt	1	1	1	1	1	1	1	1	1	1	1	1	12
<b>GATEWAY MAINTENANCE**</b>													
Fondren Rd. @ Bissonnet	2	2	3	4	4	4	4	4	4	3	2	2	38
Highway 69 @ Bissonnet	2	2	3	4	4	4	4	4	4	3	2	2	38
S. Post Oak – Centerpoint Easement to Main/90A	2	2	3	4	4	4	4	4	4	3	2	2	38
W. Airport @ Beltway 8	2	2	3	4	4	4	4	4	4	3	2	2	38
W. Bellfort @ Beltway 8	2	2	3	4	4	4	4	4	4	3	2	2	38
<b>ADDITIONAL SERVICES</b>													
Turf Fertilization		1				1							2
Turf Pre & Post Herbicide		1				1							2
Turf Insecticide	1	1	1	1	1	1	1	1	1	1	1	1	12
Shrub Fertilization		1				1							2
Shrub Insecticide / Fungicide	1	1	1	1	1	1	1	1	1	1	1	1	12
Brown Mulch			1										1
Irrigation Inspection + Winterization	1	1	1	1	1	1	1	1	1	1	1	1	12
Backflow Preventer Annual Testing		1											1

- Guide:
- 1, 2, 3, 4, 5 = Visits per month.
  - Colors on landscape maintenance map designate total annual visits.
  - \* 5ft (one mower width) left and right side of path set at 2.5 inches high.
  - Gateway = High traffic entrances into the district indicated in green on landscape maintenance map.
  - \*\* = Remove loose debris at underpass, feeder road, rights-of-way, and keep hardscape medians and lane dividers free of weeds with each service visit. Apply herbicide and fungicide on hardscape areas once a month.

### Unit Price Schedule for Base Areas and Supplemental Services

DESCRIPTION	UNITS	PRICE PER UNIT
<b>TURF</b>		
Turf Area Mow, Edge, Trim, & Blow	\$ Per acre of turf area per visit	
Porter Services	\$ Per hour per visit	
<b>PERENNIALS, ORNAMENTAL &amp; GROUND COVER</b>		
Perennial & Ground Cover Pruning (manual)	\$ Per acre	
Perennial & Ground Cover Control (herbicide)	\$ Per acre @ 10 lb./1000sq. feet	
Fertilization (w/ pre-emergent)	\$ Per acre @ 10 lb./1000	
Weed Control Manual	\$ Per square foot	
Mulch beds	\$ Per cubic yard compost mulch installed at 2 inch depth	
<b>MULCH BEDS &amp; TREE RINGS</b>		
Weed Control Manual	\$ Per acre	
Mulch beds	\$ Per cubic yard compost mulch installed at 2 inch depth	
Mulch tree rings	\$ Per cubic yard compost mulch installed at 2 inch depth	
Manicured edging	\$ Per acre	
<b>TREES</b>		
Tree ring removal	\$ Per tree	
<b>CHEMICAL APPLICATION</b>		
Turf – Insect & Disease Control	\$ Per acre	
Perennials – Insect & Disease Control	\$ Per acre	
Fire Ant Control (broadcast)	\$ Per acre	
Fire Ant Control (spot treatment)	\$ Per unit per visit	
<b>MISCELLANEOUS</b>		
Manual Watering	\$ Per hour per visit	
Aeration	\$ Per acre	

**Unit Price Schedule for Supplemental Services**

<b>DESCRIPTION</b>	<b>UNITS</b>	<b>PRICE PER UNIT</b>
Sod Installation (shall match ex. turf grass)	\$ Per pallet	
Solid Sod Grass (per sq. yd.)	\$ Per square yard	
Extra fertilization (Granular w/o pre/post emergent)	\$ Per acre	
Extra weed control treatment (post emergent only)	\$ Per acre	
Extra full mulching @ 2 inches	\$ Per acre	
Extra Broadcast ant control	\$ Per acre	
Lantana – New Gold (Yellow)	\$ Per each 1 gallon	
Asian Jasmine (Ground Cover)	\$ Per each 1 gallon	
Foxtail Ferns	\$ Per each 3 gallon	
Variegated Dianella	\$ Per each 3 gallon	
Knock out Roses - Red	\$ Per each 3 gallon	
Loropetalum	\$ Per each 3 gallon	
Variegated Pittosporum	\$ Per each 3 gallon	
Liriope – Super Blue	\$ Per each 3 gallon	
Society Garlic	\$ Per each 3 gallon	
Sweet Viburnum	\$ Per each 3 gallon	
Soil Analysis, Performed	\$ Per each area	
Deep Root Tree Watering	\$ Per day deep root watering	
Deep Root Tree Fertilization	\$ Per tree	
Tree Fertilization	\$ Per tree	
Solid Sod Grass (per sq. yd.)	\$ Per square yard	
Aeration (Manicured Areas)	\$ Per square acre	
<b>Total Monthly Invoice Amount</b>		
<b>Total Contract Amount per Contract Year</b>		

## VII. Contractor Qualifications

1. Contractor is to attach the following information:

Financial Statements (Last 5 Years)

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

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

Professional Certifications (Pest Control, Irrigation, Etc.)

**EXHIBIT A**  
**District Location Plan**

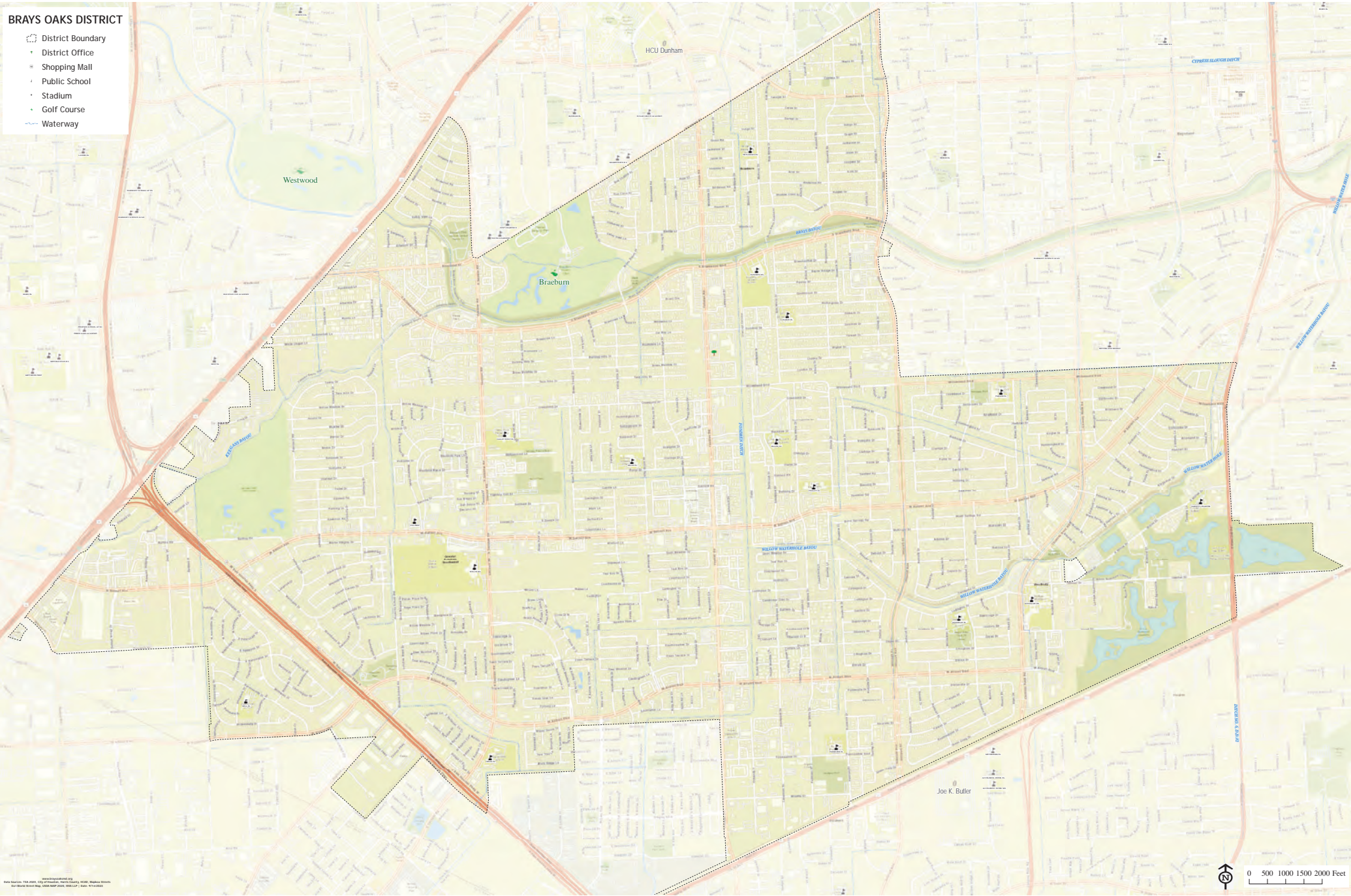
This exhibit shows the location of the Brays Oaks Management District and its current boundaries, which are subject to change.

**ATTACHED**

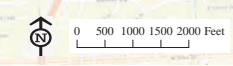
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# BRAYS OAKS DISTRICT

- District Boundary
- District Office
- Shopping Mall
- Public School
- Stadium
- Golf Course
- Waterway



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**EXHIBIT B**  
**Specific Areas Maintenance Plan**
















This exhibit shows the location of the Brays Oaks Management District landscaped areas included in the Agreement. Contractor is responsible for understanding the scope and type of maintenance required at each location based on performing site verification inspections.

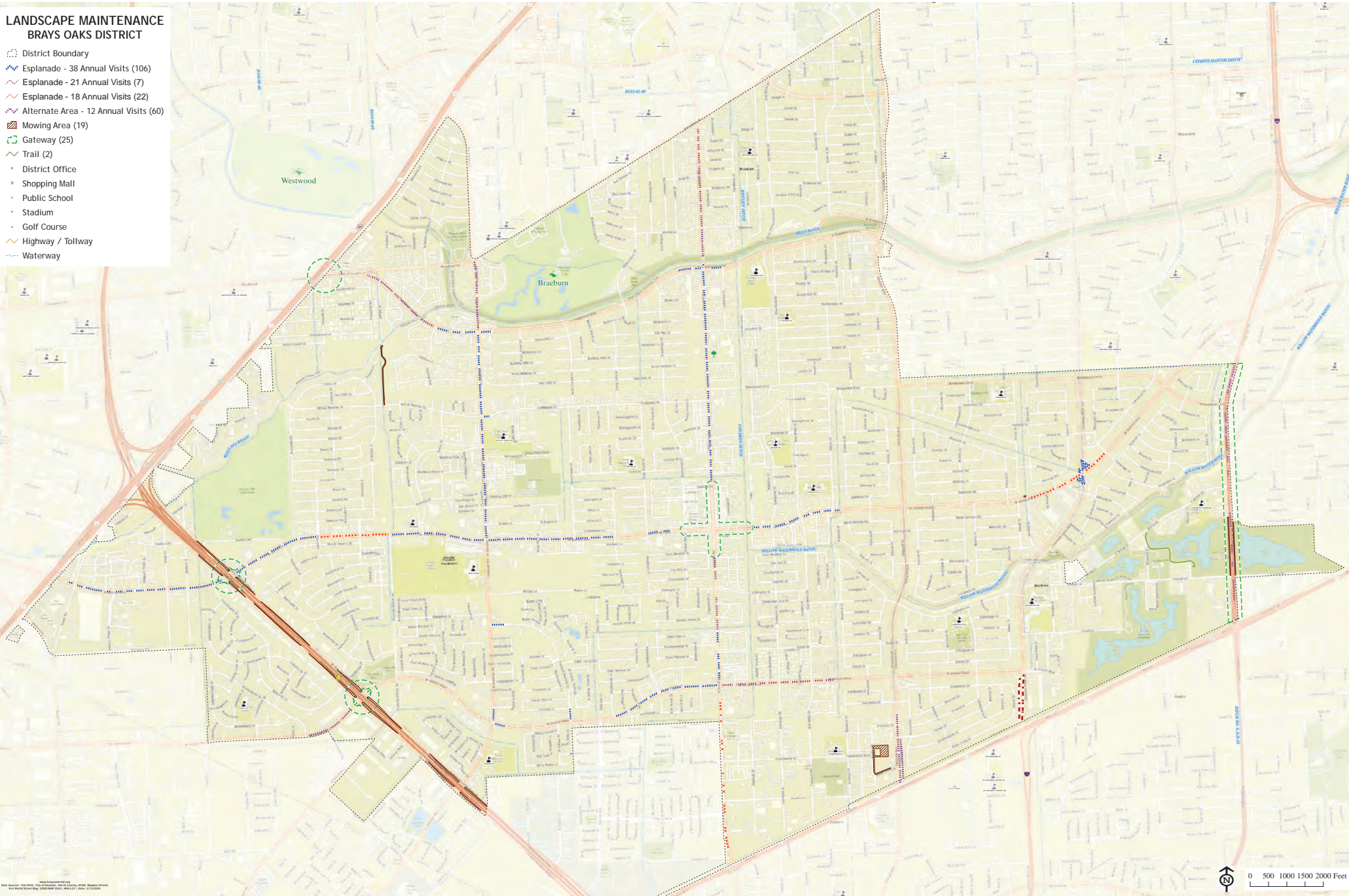
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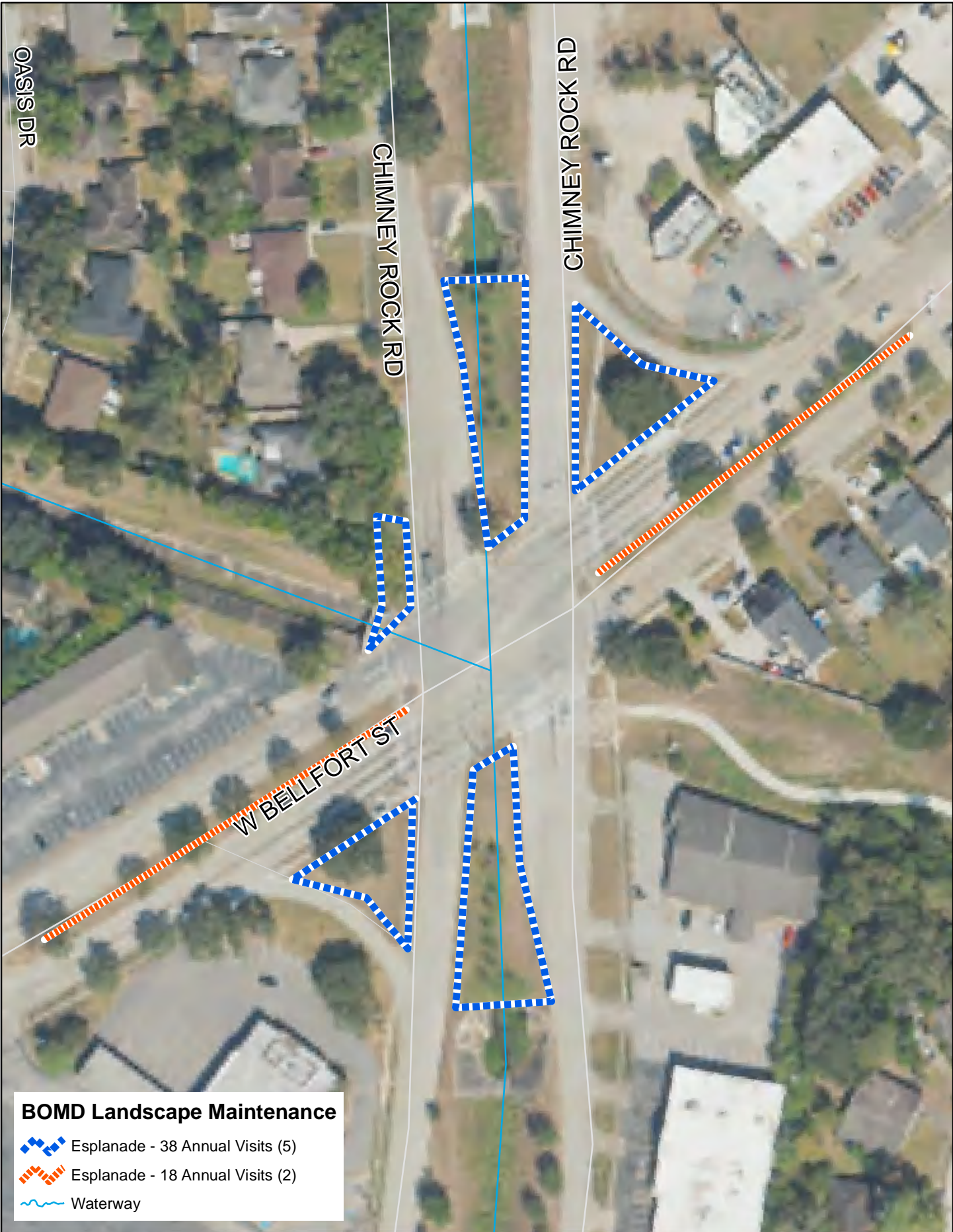


# LANDSCAPE MAINTENANCE BRAYS OAKS DISTRICT




-  District Boundary
-  Esplanade - 38 Annual Visits (106)
-  Esplanade - 21 Annual Visits (7)
-  Esplanade - 18 Annual Visits (22)
-  Alternate Area - 12 Annual Visits (60)
-  Mowing Area (19)
-  Gateway (25)
-  Trail (2)
-  District Office
-  Shopping Mall
-  Public School
-  Stadium
-  Golf Course
-  Highway / Tollway
-  Waterway

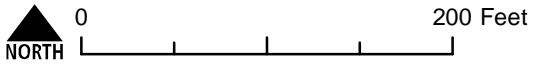


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**BOMD Landscape Maintenance**

-  Esplanade - 38 Annual Visits (5)
-  Esplanade - 18 Annual Visits (2)
-  Waterway



## **Esplanades**

### 1. Chimney Rock (38 Annual visits - Blue Areas)

- Intersection of Chimney Rock and W. Bellfort

### 2. Chimney Rock (21 Annual visits - Red Areas)

- Between W. Airport and Hwy 90A

### 3. Creekbend (38 Annual visits - Blue Areas)

- 1 Esplanade east of S. Gessner

### 4. Fondren (38 Annual visits - Blue Areas)

- Intersection of Fondren and S. Baeswood
- South of Braeswood to Sanford
- South of ditch to W. Airport

### 5. Fondren (12 Annual Visits - Purple Areas)

- South of Bissonnet to S. Braeswood
- South of W. Bellfort to ditch

### 6. Fondren (18 Annual Visits - Orange Areas)

- South of W. Airport to Hwy 90A

### 7. Fondren Meadow (38 Annual visits - Blue Areas)

- 1 Esplanade east of S. Gessner
- 1 Esplanade north of W. Airport

### 8. Hillcroft (12 Annual Visits - Purple Areas)

- South of Densmore to Hwy 90A

### 9. S. Braeswood (38 Annual visits - Blue Areas)

- 1 Esplanade east of Fondren
- 2 Esplanades west of Fondren
- 1 Esplanade east of S. Gessner
- 3 Esplanades west of S. Gessner

### 10 S. Braeswood (12 Annual Visits - Purple Areas)

- Between Sapling Way to Interstate 69

### 11. S. Gessner (38 Annual visits - Blue Areas)

- Between S. Braeswood and W. Bellfort
- 1 Esplanade north of W. Airport

12. S Gessner (12 Annual Visits - Purple Areas)

- Between Bissonnet and S. Braeswood

13. S. Post Oak (12 Annual Visits - Purple Areas)

- From Centerpoint easement to Hwy. 90A

14. W. Airport (38 Annual visits - Blue Areas)

- Between Fondren and Brookvalley
- 1 Esplanade east of S. Gessner

15. W. Airport (12 Annual Visits - Purple Areas)

- Between Fondren Rd. and ditch, east of Bob White
- Between Beltway 8 and Ravensworth

16. W. Bellfort (38 Annual visits - Blue Areas)

- Between Fondren and ditch, east of Albury
- Between Fondren and Riceville School
- Between Plainfield and Interstate 69

17. W. Bellfort (18 Annual Visits - Orange Areas)

- Between Riceville School and Plainfield
- Between Burdine and Moonlight/Starkridge

**EXHIBIT C**  
**Non-Esplanade Maintenance Plan**


This exhibit shows the location of the Brays Oaks Management District landscaped areas that are not esplanades.

**ATTACHED**

[Remainder of the page left intentionally blank.]

BRAYS OAKS DISTRICT

 Gasmer Levitt Mowing Area

 Parcel Boundary

GASMER DR

**BOMD Maintenance  
Area  
+/- 16.76 ac.**

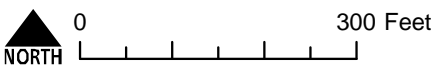
DRYAD DR

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Map Source: HHA LLP | 02/11/2025

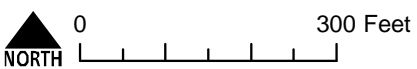


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# Beltway 8 ROW

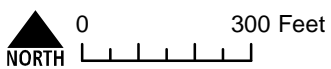


# Beltway 8 ROW

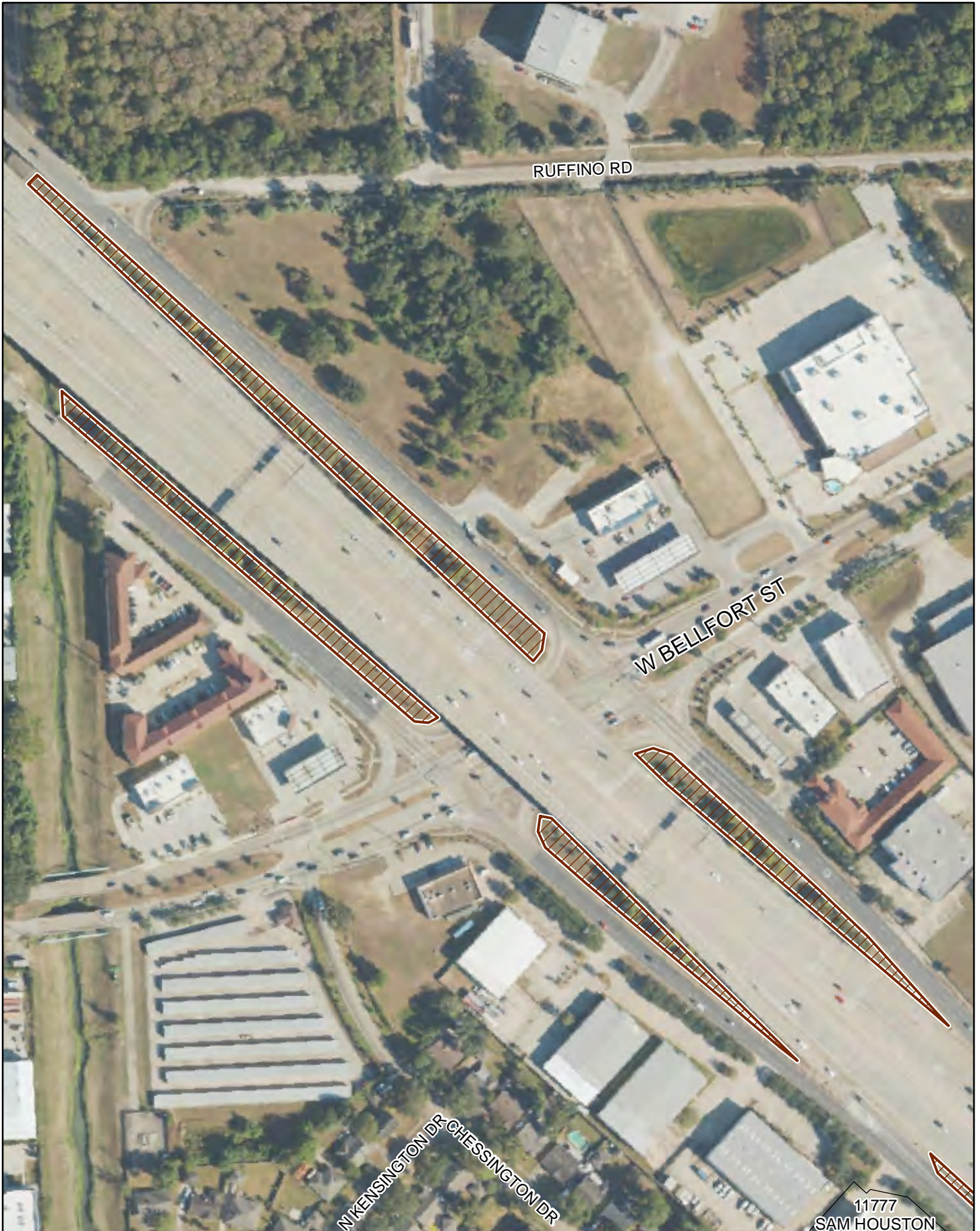




# Beltway 8 ROW



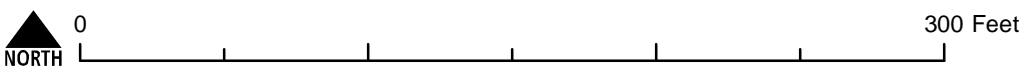
# Beltway 8 ROW



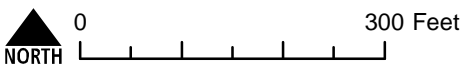
0 300 Feet  
NORTH

<https://www.braysoaksmid.org/>  
Data Source: 2024 Aerial Imagery  
HHA LLP | Date: 2/7/2025

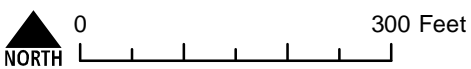
# W. Belfort and Burdine St.



# Brays Oaks Trail



# S. Post Oak ROW



# Westbury Community Garden

