

SCHEDULE 2

Statement of work – grounds/landscaping services

1. The Contractor shall furnish all labor, material, tools, equipment, transportation, insurance, incidentals, and other facilities to perform all work for the said Landscaping and Grounds Maintenance Services for Campuses. Work to be performed comprises general grounds keeping, horticultural maintenance, irrigation and cleanup of landscape areas as designated in each service area and the list of locations and, when necessary, repairs to vandalism, irrigation systems and replacement of plant materials. Services to be rendered include but are not limited to the following: a) Maintenance of turf and groundcover areas, mowing and edging b) Removal of litter and debris from turf, planter beds, fence lines and street curbs c) Pruning of trees and shrubs d) Application of chemical agents for control of weeds, plant disease and insects that are harmful to plant growth and/or pedestrians e) Monthly inspection and maintenance of irrigation systems by a licensed irrigator (provide evidence of such licensure) f) Replacement of plant material g) Other work as defined in the attached schedule
2. Pre-Existing/Deficiency List At the start of the Contract, the Contractor shall inspect all flowers, trees, plants, containers, ground covers, and any related ground keeping repairs for pre-existing conditions for all locations in each service area, and in accordance with the Scope of Services incorporated herein. Within ninety- (90) days of contract execution, the Contractor shall provide a written deficiency inspection report with illustrations that identifies and details all methods of repair and/or replacement components needed in order to properly maintain the landscape and grounds. The University's Physical Plant Director and the Contractor shall negotiate in good faith to establish the Final Deficiency List within the ninety- (90) day period of contract execution. The Final Deficiency List will become part of the contract once developed and accepted by the University. Any deficiencies not included in the Final Deficiency List shall be the responsibility of the Contractor.
3. General Landscape
The Contractor shall:
 - a. Furnish all labor, materials, and equipment necessary to perform the work described within the Scope of Services in strict accordance with these specifications and subject to the terms and conditions of the contract.
 - b. Not post signs or advertising material anywhere on UTPB premises or improvements thereon without prior written approval from the University's authorized representative.
 - c. Ensure that all employees wear the appropriate personal protective equipment (PPE) for the activity they are performing.
 - d. Provide Pest Control Services to guarantee coordination with pest management services.
 - e. Perform grass mowing, edging, trash & debris removal and power blowing of lawn areas.
 - f. Maintain the health and appearance of existing landscape plants, trees, shrubs, groundcovers and lawn area.
 - g. Ensure that each facility site is free of debris, weeds, insect infestation.
 - h. Replace plants or dead ground cover that died under the Contractor's care and not due to vandalism or circumstances beyond Contractor's control.

- i. Reduce mowing frequency if a drought period is determined to exist and approved in advance by the Physical Plant Director and provide a revised mowing schedule to the Physical Plant Director for approval prior to implementing the schedule change.
- j. Inspect existing irrigations systems at all locations by a licensed irrigator and provide the following:
 - Maintain and repair existing irrigation systems to support functional operations and ensure plant life receives sufficient levels of watering for healthy appearance. Report deficiencies and repairs made to Physical Plant Director.
 - The Contractor shall be required to make-up missed scheduled cycled maintenance due to foul weather conditions.
 - For special events and activities, the University's representative may request additional landscape maintenance items or request a change/modification to the schedule.
- k. Make adjustments and setting to automatic controllers on a monthly basis to maintain a healthy lawn growth.
- l. Replace existing irrigation systems and equipment damaged by the Contractor with original brand and model at Contractor's expense.
- m. Report in writing and provide illustrations of any conditions that are not conducive for thriving plant growth to the University on a monthly basis.
- n. Provide an option to subcontract with a certified tree pruning and tree removal company for any major tree removal/pruning work that is outside the scope of the landscaping maintenance contract. Subcontractor must be approved, in writing, by UTPB prior to work.
- o. Respond to all emergencies within 2-4 hours of notification within specified hours and days of operation.
- p. Establish and announce at the beginning of the Contract a specific day of the week each facility will be maintained.
- q. Perform all work in a professional skillful manner using quality equipment and materials.
- r. Have a full time staff employee that is State licensed to operate and apply chemicals in all categories and provide evidence of such licensure.
- s. Secure any gated or doored areas that require landscaping services after services are completed. UTPB shall monitor all work performed, and meet as needed with Contractor to discuss concerns, additions, and or deletions in the performance of the contract. Contractor shall maintain and have available for review all records that reasonably confirm frequency of tasks performed at each location.

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The University reserves the right to add, delete, and or change Scope of Services of this contract, and may do so by submitting written notification to Contractor. Any increase or decrease in maintenance fees shall be negotiated at that time and incorporated into the contract

documentation. All material and design of landscaping services shall be in accordance with UTPB guidelines.

4. Damages

- a. All damages incurred to existing facilities by the Contractor's operation shall be repaired or replaced, at the University's discretion, and at the Contractor's expense.
- b. All such repairs or replacements shall be completed within the following time limits:
- c. Irrigation damage shall be repaired or replaced within 1-2 watering cycles including replacement of damaged sprinkler heads, risers, drip lines and bubblers.
- d. All damage to shrubs, trees, turf or groundcover shall be repaired or replaced within five (5) working days.
- e. All repairs or replacements shall be completed in accordance with the following maintenance practices:
 - Trees - a qualified tree surgeon or arborist shall remedy minor damage such as bark lost from impact of mowing equipment. If damage results in loss of a tree, the damaged tree shall be removed and replaced to comply with the specific instructions of the College.
 - Shrubs - Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the specific instructions of the College.
 - Chemicals - All damage resulting from chemical application, either spray-drift or lateral leaching shall be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to insure its ability to support future plant life.

5. Safety Plan

- a. Contractor is to submit a written safety plan to the attention of the Colleges Facilities Director prior to commencement of work under this contract
- b. The Contractor agrees to perform all work outlined in this Scope of Services in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work. Contractor agrees additionally to accept the sole responsibility for complying with all local, County, State, or other legal requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A. Safety Orders at all times so as to protect all person, including Contractor's employees, Students, Faculty, agents of College, vendors, members of the public or others from foreseeable injury, or damage to their property. Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken
- c. It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any portion of the maintenance area unsafe, as well as any usage practices occurring thereon. The University shall be notified immediately of any unsafe condition that requires major correction. Contractor shall be responsible for making minor corrections including but not limited to; filling holes in and correcting irregular turf areas and replacing valve box covers so as to prevent loss/damage and to protect members of the public or others from injury. Contractor shall cooperate fully with the College in the investigation of any accidental injury or death occurring in the maintenance area. For any accident requiring

medical attention, the contractor is to notify the College immediately, and file a written report to the College within three (3) working days.

- d. It shall be the Contractor's responsibility to provide safety training to their employees. Documentation of this training must be available upon request.

6. Delays

The Contractor shall make a good faith effort to adhere to the contracted maintenance schedule. In the event that Contractor is unable, for whatever reason, to maintain maintenance schedule (i.e. poor weather conditions, etc.), and Contractor does not reschedule the service, or inform the College of intent to make up the service within 72 hours, that amount for the failure to perform may be deducted from Contractor's fee. If the work cannot be completed on the proposed scheduled day, the Contractor must notify the College contact on that day to advise them accordingly.

7. Maintenance Schedules

- a. Contractor shall adhere to maintenance schedule.
- b. Contractor shall contact the University's key personnel described within the Scope of Services on arrival at the respective site as per the weekly schedule for landscaping maintenance. The University will provide list of key personnel and contact information.
- c. The Contractor MUST notify the University's authorized representative, by e-mail, at least one (1) week prior of the scheduled date and time for all "specialty type" maintenance operations. "Specialty Type" maintenance operations are defined as:

- fertilization and aeration
- turf removal, addition and reseeding
- micro-nutrients/soil amendments
- spraying of trees, shrubs or turf
- aesthetic tree pruning
- planting bed removals and/or additions
- other items as determined by the University.

8. Staffing / Managerial

- a. There will be no subcontractors working on the University grounds and facilities without the express prior written consent of the University's Physical Plant Director.
- b. The Contractor shall provide a Project Manager that will be responsible for managing and overseeing services provided in all service areas and ensuring quality control. The Project Manager shall be responsible for all aspects of the successful implementation and management of landscaping and grounds maintenance projects including a complete and regularly scheduled program for maintaining the health and appearance of the University's landscape, plantings and irrigation. The Project Manager must provide pro-active recommendations to University's Physical Plant Director for ongoing maintenance of The University of Texas Permian Basin properties throughout the term of the contract.
- c. The Contractor must provide a competent, English speaking crew leader for each crew, who can understand and speak English fluently, during all times while work is performed. The crew leader shall have the authority to represent or act on behalf of Contractor in any matter pertaining to the performance of this contract. Contractor shall

furnish the names of all such crew leaders to the University prior to the commencement of this contract and further advise of any changes.

- d. If in the opinion of the University, a Contractor's employee is incompetent or disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on UTPB property, that employee shall be removed from all work under this contract.
 - e. The College may at any time give Contractor notice to the effect that the conduct or action of a designated employee or Contractor is, in the reasonable exercise of discretion of the UTPB, deemed to be detrimental to the interest of the students, faculty, staff and the public patronizing the premises. Following the University's notice, the Contractor shall, at UTPB's discretion may take any of the following actions as listed below.
 - Immediately terminate such employee's work assignment at the premises and the Contractor shall not assign such employee to any other University facility contracted for and maintained.
 - The Contractor shall meet with the University to consider the appropriate course of action with respect to such matter and Contractor shall take reasonable measures under the circumstances to assure the University's authorized representative that the conduct and action of Contractor's employees will not be detrimental to the interest of the students, faculty, staff and public patronizing the premises.
 - f. The Contractor shall require each of its employees to adhere to basic public works standards of working attire. These are uniforms, proper shoes, and other gear required by State Safety Regulation, and proper wearing of the clothing. Shirts shall be worn and buttoned at all times.
 - g. Contractor's staff shall wear identification (uniform, logo tee shirt, etc.) allowing anyone to readily identify that individual as part of Contractor's staff.
 - h. The Contractor nor any of its employees shall interfere with the public use of the premises, and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are being performed.
 - i. The University's Physical Plant Director shall make quarterly inspections with Contractor at each site to review work performed. Contractor shall maintain and have available such records that reasonably confirm frequency of tasks performance at each location. Contractor shall furnish an itemized statement of work performed on all invoices.
9. Planting, Planter Boxes and Bed Care
- a. The Contractor shall be required to provide the plant materials, soils, soil amendments, and other necessary materials for installing plant annuals and associated plant materials. Maintenance and changing of seasonal colors is required.
 - b. Any exterior plant container planters shall be serviced throughout all service areas.
 - c. All diseased plants are to be removed from all beds and then properly disposed of offsite. Broken, damaged, or unsightly flowers or plants are to be removed promptly and replaced with like kind or a variety of plant that is approved by the authorized UTPB representative.

- d. Special emphasis shall be placed on public safety during all operations, particularly when adjacent to roadways and sidewalks.
- e. All trimmings and debris, etc. shall be removed by the contractor and disposed of offsite.
- f. Contractor will be required to plant bedding materials such as flowers and shrubs as needed, and in accordance with UTPB's requests. Pricing shall be proposal on a case-by-case basis unless the plants are under warranty.
- g. The Contractor shall conduct a major cleanup of all turf and planter bed areas and perform major trimming of all scrubs, planter beds and ground cover plants in late winter (no later than mid-March) in preparation for the growing season. This trimming will be a benchmark for future maintenance trimmings throughout the growing season. The UTPB authorized representative will dictate trimming heights of shrubs and distances between plant groupings during the active growing season.

10. Ground Cover

The Contractor shall be responsible for the maintenance of any plant that grows over an area of ground used to provide protections from erosion and drought, and to improve its aesthetic appearance (by concealing bare earth)

The Contractor shall provide the following:

- Replace dead or diseased plants;
- Soil samples taken two (2) times a year;
- Fertilize two (2) times per year, in February and October based upon soil sample recommendations;
- Apply winter rye seed once a year in October at the rate of 10lbs per 1000 sq. ft.;
- Trim all ground cover as necessary to keep borders away from paving lawns, planted areas and buildings;
- Trim top growth to achieve an overall even appearance. Keep free of weeds and debris;
- Maintain ground cover free of pests such as snails, slugs, etc.;
- Keep fence lines groomed on both sides and all areas along side of buildings and any adjacent walls; and
- Maintain all ground cover areas clean and cleared of dead leaves each spring and as necessary if severe leaf drop occur

11. Tree, Shrub and Hedges Care

The Contractor shall have the knowledge, expertise and responsibility to trim, remove and plant trees and shrubs as approved by KC (refer to Exhibit A & B below for frequency and recommended plant selection). Contractor will provide a licensed Arborist with the knowledge and resources to accurately diagnose and treat any type of parasitic infection or disease. If required, the treatment shall be performed by a qualified technician. Contractor will provide the following:

- a. Tree and shrub watering and irrigation system. Maintain basins where provided around trees and shrubs. Open basins during winter rains to prevent accumulation of excess water.
- b. Seasonal Color:
 - Change seasonal colors two (2) times per year in the months of March and September. Design concepts and plant selections shall be approved by UTPB Physical Plant Director
 - Provide a uniform blend of seasonal color in seasonal planting bed. Provide single selections but different selections for each container.
- c. Trim all trees that are within 20 ft. in height and 10 inches in diameter at the base, once a year, late November, without additional compensation. The Contractor will specify the costs for trimming all trees over the aforementioned specification in the price proposal.
- d. Maintain trees:

Clearance- Maintain trees to achieve a ten (10) foot clearance for all branches overhanging walkways/fence lines and fourteen (14) foot clearance for branches overhanging beyond curb line into the paved section of roadways. Prune trees where and as necessary to maintain access, safe vehicular and pedestrian visibility and clearance, and to prevent or eliminate hazardous situations.

 - All cuts shall be sufficiently close, flush if possible, to the parent stem. All limbs 1-1/2" or greater in diameter shall be undercut to prevent splitting.
 - Limbs are to be lowered to the ground using a method, which prevents damage to remaining limbs.
 - Climbing spurs shall not be used. •
 - Contractor will provide Hazard and Security pruning as needed. •
 - Remove all new growth on trees up to the appropriate height clearances. •
 - Remove all dead, diseased and unsightly branches, and dead trees. Contractor, at Contractor's cost, shall remove dead/dying trees that have a caliper of eight (8) inches or less measured six (6) inches above the ground level. Larger trees and dead wooding above fourteen (14) feet will be considered specialty/unscheduled work. All specialty/unscheduled work shall be proposal on a case-by-case basis.
 - The Contractor shall remove trimmings and all cuttings and debris from the site.
 - All structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or other severe damage shall be immediately reported to UTPB's authorized representative.
 - All trees shall be trimmed prior to budding each year in accordance with directions given by the authorized UTPB representative for the facility.
- e. Pruning:

Prune hedges and shrubs where necessary to maintain access, safe vehicular and pedestrian visibility and clearance, and to prevent or eliminate hazardous situations and promotion of pests and insects in all areas especially those adjacent to the College building perimeters.

All shrubs/trees shall be trimmed prior to budding each year in accordance with directions given by Facilities Director. Restrict growth of hedges and shrubs to areas behind curbs and walkways and within planter beds by trimming.

- Prune deciduous trees in March to develop a strong framework or as necessary.
- Prune evergreen trees in the March to thin out heads and shape as necessary.

- Remove all dead and damaged branches back to point of branching. Paint all cuts over one-inch in diameter with tree wax.
 - Prune all shrubs and young trees as required by thinning and shaping as necessary for a natural appearance.
 - Prune flowering shrubs after blooming once per month.
 - Prune Nandinas in late winter so as not to cut off next year berries. Initially prune to the ground about a quarter of the stems randomly through the plant. Then prune a quarter of the remaining stems at 1/3 the height of the plant. Next prune one quarter of the stems 2/3 of the height of the plant. Leave final quarter of the stems uncut.
 - Prune Photinia, Viburnums heavily in March, light prune, and shape monthly thereafter.
 - Trim trees to keep them from touching any building
- f. Weeding – Every Visit:
- Keep basins and areas between plants free of weeds.
 - Use herbicides per manufacturer's recommendations.
 - Cultivate as necessary for aeration.
 - Weed ground cover areas, cracks, crevices and all mulch beds.
 - Weed perimeter of Bldgs. and any fence lines and structures.
- g. Staking and Guying: Maintain and replace stakes and guys with equal material until plant is capable of standing vertical with the ability to resist changes in weather patterns.
- Plant ties shall be checked frequently and either retied or removed along with the stakes when no longer required.
 - Replace missing or damaged stakes when the tree diameter is less than three inches within 5 days.
 - Contractor must stake trees that are not straight and upright and/or require additional support.
 - Contractor must stake new trees or recently planted trees not previously staked.
 - Tree stakes (at least three per tree) shall not be less than 6 feet in length for five and eight gallon trees.
 - Guide wires where required and plant ties are to be pliable, zinc-coated ten-gauge wire.
 - Coated wire or hose sections must be used where metal guide wire contacts tree.
 - Stakes cannot be closer than 8 inches from trunk.
 - Damaged or uprooted trees shall, at the discretion of the University, be staked and tied within 72 hours. Removal of tree stakes and guide wires will be at Contractor's cost and will be determined by the Contractor and the authorized UTPB representative.
- h. Plant Replacements: With the prior written approval of the University of Texas, Physical Plant Permian Basin Director to remove and purchase plants, remove dead and damaged plants and replace with plants of equivalent size and variety.
- i. Mulching: Contractor shall remove the top layer 2 inches of old mulch and install two (2) inch depth of composite shredded bark mulch two (2) times per year in the months of March and November, at a minimum depth of two inches on all existing beds, at the base of trees and other mulched areas. Mulch must be at least two inches away from the base of

the tree and not mounded to the trunk. Contractor is also required to fluff mulch areas once a month.

j. Fertilizing:

- Fertilize Gardenias after flowering.
- Fertilize shrubs and ground cover areas. Trees shall be fertilized per standard perforation method dependent upon certified Arborist recommendations.

k. Tree Saucers: • Weed tree saucers and maintain existing size of circumference in a clean and neat condition. • Remove top layer mulch; apply mulch to maintain a depth that shall be two (2) inches.

l. I. Tree Replacement and Additions: • With the prior approval of the UTPB Physical Plant Director, remove dead and damaged trees. • Supply and plant trees to replace or add new trees with the prior approval of Physical Plant Director • Remove all dead, diseased and unsightly branches, and plants. Unless instructed otherwise, remove all vines or other growth as they develop on buildings, structures and on/along fence lines. • All groundcover areas shall be pruned to maintain a neat edge along planter box walls and to eliminate areas for pests and insects. Any runners that start to climb buildings, shrubs or trees shall be pruned out of these areas. • Trimmings, etc. will be removed by the Contractor and disposed of offsite.

12. Lawn Care Kilgore College is specific and stresses the importance of lawn maintenance quality at all of the College campuses and properties. Not only does good lawn maintenance affect the quality and value of the property but it also reflects on the College as a higher education institution. The appearance and the professionalism of lawn maintenance affect employees, students, clients, and Kilgore College partners by creating a first impression. The Contractor and the Kilgore College Facilities Director are responsible for weekly review and quality control of lawn maintenance.

a. Mowing:

- 1) Mowing operation shall be completely performed at each site according to Maintenance Schedule (see Exhibit A).
- 2) Walkways shall be cleaned immediately following each mowing and all cuttings and debris shall be removed from the site by the contractor and not blown into the street, planter beds or storm drains.
- 3) Maintain turf areas at two (2) inch level above soil level being careful not to remove more than one-third ($1/3$) of the turf blade at any time.
- 4) Edge along sidewalks, walk areas, walking tracks, detention ponds, curbs and fence lines.
- 5) Use monofilament trimmers only for areas around light poles, fire hydrants, irrigation vacuum breakers, building foundations and all fences.
- 6) Remove all turf and edge clippings each time.
- 7) For periods of cool weather, mow lawn at one and one-half ($1 \frac{1}{2}$) inches.
- 8) For periods of hot weather, mow lawn at two (2) inches from the soil.
- 9) Do not scalp the lawn or cut more than half the existing top-growth in one morning. Remove or catch the clippings immediately.
- 10) Care must be taken not to leave ruts or spinouts in the turf area during wet periods. Any mud tracked onto sidewalks on facility grounds must be removed and cleaned with brush and water prior to leaving the maintenance site.

11) Mow newly seeded turf in accordance with Exhibit A Maintenance Schedule.

b. Edging / Detailing / Weed Control:

1) All turf areas shall be kept neatly edged and all weed/foreign grass invasions eliminated.

2) When designed edges exist in flower beds, these edges shall be kept clean, sharp, well defined, free of weeds, and grass invasion.

3) All turf edges including but not limited to sidewalks, patios, drives, curbs, shrub beds, flowerbeds, groundcover beds, and around the base of trees shall be edged to a neat and uniform line.

4) The edge of turf shall be trimmed or limited around all sprinklers (to provide maximum water coverage), valve boxes, meter boxes, back-flow devices, and other obstacles.

5) All grass-like type weeds, morning glory, or vine-weed types, ragweed, or other underground spreading weed shall be kept under strict control.

6) Remove all weeds and grass from walkways, curbs, concrete expansion joints, roadways, driveways, parking lots, outdoor sitting areas and drainage areas.

7) Methods for removal of weeds, turf encroachment and detailing of planter beds shall incorporate manual, mechanical and/or chemical means of eradication.

8) Mechanical edging of turf shall be performed at each site at same frequency as mowing.

9) Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen (18) inches from the trunk of trees and away from the drip line of shrubs.

10) Linear edging of turf boundaries may be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A four (4) inch barrier width shall be considered normal.

11) Detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, and similar small obstacles in turf areas shall be performed in a manner that ensures operational clearance.

12) Walkways and planter beds shall be cleaned immediately following each mechanical edging, all excessive cuttings and debris shall be removed from the site by the contractor.

c. Fertilizing:

1) Fertilize lawn three (3) times per year in March, June and December. Use a fertilizer based on soil samples.

2) Apply Winter Rye each October per year to provide ground cover during the winter season.

3) Weeds include; hand pull weeds during every visit such as, Johnson Grass, Nut Grass and Poison Ivy.

4) Apply pre-emergent weed killer three (3) times per year in February, May and November and implement safety precautions during applications. 10

5) With the prior approval of the Facilities Director, spray only the foliage of grass to be eradicated to prevent killing healthy plant life.

6) Spray weeds in paving cracks two (2) times per month (every other week)

7) Spray walkway sidewalks, driveways, expansion joints and bumper stops with contact herbicide to eliminate weed growth in and around areas without damaging surrounding turf and plant materials include; along fence line and adjacent walls.

d. Watering:

1) Use irrigation system for watering where available.

2) Water schedule based upon evapotranspiration conditions.

e. Mulching:

Contractor shall install medium shredded hard wood/brown mulch twice (2) per year in the month of March and November at a minimum depth of two inches on all existing beds, at the base of trees and other mulched areas. Mulch must be at least two inches away from the base of the tree and not mounded to the trunk.

Frequency:

- Ground cover/planter beds- at each visit
- Turf, under trees- as needed
- Sweeping/ blowing of concrete areas and walkways, as well as patios and decks, etc., once per visit.

f. Irrigation System Repairs and Maintenance:

The Contractor is responsible for cleaning, maintaining, installing, operating, and repairing irrigation systems at UTPB facilities. The Contractor shall provide a licensed irrigator to inspect all existing irrigation systems on a monthly basis and shall inspect all installation work provided for irrigation systems and submit a monthly irrigation report to the Physical Plant Director detailing health of the existing systems. To the best of the UTPB's knowledge, the irrigation systems that are currently in operation are in good condition. Therefore, extreme care must be taken when maintaining the landscape not to damage the irrigation system. Repeated damages attributed to carelessness or inaptitude of contractor personnel will be addressed with Contractor for reimbursement. For example, damages to spray heads that are broken or mowed-off in turf/planter areas and repair costs for risers, spray heads and drip lines in planter beds will be items that will be closely monitored. Repairs such as these, unless caused by vandalism, shall be a Contractor responsibility at no cost to the University.

Irrigation Systems: Refers to all lines and equipment associated with irrigation of system.

Lines: Refers to irrigation line beginning from the City/County main line meter throughout the irrigation system.

Plant losses due to the improper setting of watering times/frequencies and repairs that are not made within a timely period will be at the Contractor's cost to remove and replace the affected plants/turf.

The Contractor shall:

Maintain entire irrigation system and all parts associated with the irrigation system flushed clear and system working properly on a monthly basis.

1) Check clock settings, clock operation, head elevation, coverage valve function and vacuum breaker on a monthly basis.

2) Test and certify pressure vacuum breaker on a monthly basis.

3) Control irrigation to avoid runoff that may cause erosion or unnecessary waste of water.

4) Automatic irrigation system controllers shall be set to water during the hours between 10:00pm and 6:00am.

5) Make adjustments to sprinkler heads as required to keep over-spray from walls, windows, walkways and roadways. 11

6) The Contractor shall respond to calls from UTPB for non-emergency irrigation repairs within four (4) hours and within two (2) hours for emergency irrigation repairs. College personnel will make the determination as to whether or not the matter is deemed to be an emergency.

7) The Contractor shall work in collaboration with UTPB staff in preparing landscape and irrigation systems for cold weather and/or freezing conditions.

8) Winter temperatures in Texas are unpredictable therefore the contractor is expected to coordinate the preparation for icy and freezing conditions, with the Physical Plant Director, in order to protect landscape and irrigation systems from damage due to icy and freezing condition.

h. Insect and Disease Control:

The Contractor shall ensure all areas are inspected regularly for weeds, fungus, grubs, slugs, snails, twig borers and insect infestation. Lawn disease applications and insect control applications shall be performed on a monthly basis for prevention and intervention purposes and with the prior approval of UTPB Physical Plant Director. Proper chemicals approved by the Physical Plant Director shall be applied as soon as possible to correct the infestation.

Note: Weed killers and other chemicals shall be applied during low foot traffic hours.

i. Trees:

1) Spray deciduous trees with dormant oil and fungicide after leaf drop and just prior to leaf break.

2) Spray evergreen trees and deciduous trees in leaf and shrubs with specific insecticides and fungicides as frequently as necessary to control all forms of pests and diseases.

j. Herbicide: Distribute approved herbicides agreed upon by Contractor and Physical Plant Director based upon environmental conditions and needs.

k. Turf Areas: 1) Monitor weekly all turf areas for insect and disease infestation.

2) Treat fire ant infestation routinely.

3) Remove contaminated materials from the site and dispose in a proper and safe manner with prior approval of the Physical Plant Director.

l. Clean Up and Waste Disposal:

1) The Contractor shall be responsible for disposing all waste materials or refuse from Contractor's operations. The Contractor must have prior written approval by the Physical Plant Director to dispose of Contractor generated waste materials on College property.

2) Maintain sidewalks and driveways free of trash, leaves, and other debris by sweeping, hosing, and vacuuming as necessary.

3) Remove branches and other debris from planting areas on a weekly basis.

4) Clean up litter, leaves, papers, grass clippings, remove trash, cigarette butts and by-products of landscape maintenance in landscape area, courtyard area and along the lawn areas of the perimeter walk for both sides of walkway and around buildings.

5) Clean mulch beds and container plants of all debris and litter. Maintain a clean and neat appearance around the mulch bed areas by removing scattered and excess mulch.

m. Equipment Utilization – Mowers:

- 1) Use power rotary mowers with bagger attachment for maintenance of smaller lawn areas.
- 2) Use riding mowers with bag attachment for maintenance of extensive lawn areas.
- 3) Mulching mowers are prohibited without the prior approval of the Physical Plant Director.
- 4) Use rigid or flexible steel blade edger is to produce a fine, clean edge along walkways, pavements, curbs, headers or buildings.
- 5) Use only monofilament trimmers.
- 6) Use cyclone fertilizer spreaders. Visible overlapping of applications is prohibited.
- 7) Maintain pruning tools in good working order with sharp cutting edges. Disinfect pruning tools after use to remove diseased limbs.
- 8) Water container plants that do not have irrigation system. Water hose connected to facility hose bibs is not available for watering plant materials.

n. Stakes and Guys:

The Contractor shall use the following stakes and guys materials to provide project services:

- 1) Tree Stakes: Seven (7) ft. long, steel T-post weighing 1.33 pounds per foot.
- 2) Paint for Stakes: Pittsburgh Ash Grove Gray No. 542-4 or equal.
- 3) Ties: Black rubber 3/4 inch hose with 3/16 inch wall thickness. 4) Tree Guying Material: 12 gauge galvanized annealed wire.

o. Guying Material:

- 1) Deadmen: locust, catalpa, cedar or redwood, 3/4 Inch x 4 inch galvanized eyebolt centered and secured on side, or equal
- 2) Ground Screw Anchors: "Ground Gripper" or approved equal.
- 3) Universal Ground Anchor and Cables Assembly by Laconia or equal.
- 4) Guying Cable: 1 x 19 air cord, size as specified or equal.
- 5) Turnbuckles: Galvanized and dip-painted, size as specified or equal
- 6) Cable Clamps: Galvanized or copper, size as required or equal.
- 7) Plastic Guy Covers: 3/8 inch diameter x 3 ft. long white plastic tubing or equal.

p. Chemicals:

- 1) At the contract execution, the Contractor shall provide Safety Data Sheets (SDS) of all products to be applied to the Physical Plant Director. At the start of each season and any time during the season, Contractor shall provide SDS sheets identifying any new chemicals that will

be used and applied a minimum of three (3) days prior to planned application. All chemicals being applied must have prior written approval by the Physical plant Director.

2) The Texas Right to Know Law requires a communication program designed to safeguard the handling of hazardous chemicals through labeling of chemical containers for the hazardous ingredients.

3) The Contractor may use herbicides, insecticides, sterilants and animal traps in compliance with Federal, State and local laws and regulations.

4) The Contractor assumes all liability either for damage or for injury or both resulting from accident or misuse of either these products, equipment or both.

5) The University of Texas Permian Basin retains the right to prohibit the use of any herbicide, insecticide, sterilant, poison or animal trap that UTPB deems to be undesirable for any reason

. 6) Pesticides used in this contract shall not require a license nor be restricted for use under Texas or Federal law.

7) Pesticides used in this contract shall not carry any State or Federal restrictions.

8) Any products that leave an undesirable residue or odor shall not be used.

9) If a licensed pesticide is needed, application must be by a licensed applicator.

q. Chemical Application:

Chemical application shall be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to limit drift to six (6) inches. Precautionary measures shall be employed because all areas will be open for public access during application.

Spot treat with a portable sprayer or wick wand using an effective herbicide and apply per manufacturer's recommendation.

Proper use of selective herbicides is critical to prevent damage to bedding plants and turf during the growing season. Appropriate mulch is encouraged but must be aesthetically compatible and not physically or chemically harmful.

Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, a second application shall be applied.

Weeds treated using a systematic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application shall be applied.

After a complete kill, dead weeds shall be removed from the area. All turf areas will be treated just prior to the growing season in the spring and prior to the fall season with an effective herbicide that will eliminate broadleaf and other invasive weed varieties.

Proposal must include a complete list of all chemicals anticipated to be used as well as its description of use, frequency, and volume of use in accordance with the performance of the Scope of Services. Successful Contractor must supply SDS Sheets for all supplies used prior to application, and may not use them in the performance of the contract without express written authorization of UTPB's authorized representative.

Contractor must utilize a long lasting ant control pesticide that is broadcast over all turf and planter bed areas and along any paths and walkways as needed to prevent and/or eliminate infestations and personal harm to people.

Only those individuals possessing a valid Texas Pest Control Applicator's license shall apply chemicals.

Records must be readily available of all operations and state dates, time, methods of application, chemical formulations, applicators names, and weather conditions at the time of applications and shall be retained for a minimum of three years.

SDS sheets with dangers explained must be sent to UTPB two weeks prior to use if chemicals require special permits. Contractor must provide a list of alternative chemicals, if any, prior to the application.

r. Athletic Fields:

The Contractor shall provide an Athletic Field Groundskeeper/Turf Manager with recordable experience.

- 1) Required maintenance of any synthetic fields.
- 2) Softball Field Requirements/expectations (to include but limited to):
- 3) Provide equipment to support maintenance of fields
- 4) Mow every other day with catcher
- 5) Weed-eat 6) Reseeding with rye grass
- 7) Verticut grass
- 8) Fertilizing
- 9) Edge infield
- 10) Mow and maintain grass outside field around perimeter
- 11) Rake leaves on field
- 12) Set and monitor watering schedule for field with input from coaches
- 13) Blow out dugouts after games
- 14) Blow field on game days after tarp is removed for rain events.
- 15) Leveling every 2 weeks

- 16) Water with sprinklers on game day 45 minutes before 1st pitch for 5-7 minutes
- 17) Chalk/paint lines for games, paint bases (based on NCAA regulations for lining compliance)
- 18) Double headers, drag infield and re-chalk between games
- 19) Put out bases.
- 20) Maintain transition between grass and infield
- 21) Drag infield before game

s. Reporting and Meetings:

The Contractor shall be responsible for submitting reports on a weekly basis in an electronic PDF or EXCEL format regarding this project to the University's Physical Plant Director. The Contractor shall be required to communicate weekly to the University's Physical Plant Director regarding the current status and any recommendations regarding the project. The Contractor shall be required to provide the following:

- 1) Pre-Existing Conditions Report within ninety (90) days of contract execution.
- 2) Safety Data Sheets (SDS) at contract execution and thereafter upon planned utilization of new chemicals not originally listed.
- 3) Test and certify all Back-Flow Assemblies (preventers) per local code and provide a copy of certification 14 to the Physical Plant Director for each University property within ninety (90) days of contract execution.
- 4) Immediately upon service completion, meet with the UTPB Campus Representative to inspect the service performance. The UTPB Representative will complete and sign the work ticket. Contractor will submit the work ticket to the Physical Plant Director on a monthly basis
- 5) Annual Fertilizer Schedule for each facility and by season.
- 6) Schedule and timeline for tasks specified in Exhibit A - Facility Maintenance Frequency Schedule a month in advance to the Facilities Director so College personnel can be present as necessary.
- 7) Weekly Maintenance Operations Report for each facility.
- 8) Monthly mowing schedule for each facility.
- 9) Monthly Contractor recommendation report based on ongoing service assessment for Facilities Director to review and make a determination.
- 10) Damage report submitted immediately upon incident to the Physical Plant Director and punch list identified and implemented.
- 11) The Contractor shall be responsible for all services under this contract. Any tasks or services not completed or partially completed will be listed on a punch list. The Contractor will remedy the situation by completing the tasks in a time specified by Physical Plant Director.

t. Contractor Performance:

The Contractor shall be required to perform all work under this contract in a professional, polite, respectful and cooperative manner and minimizing the noise and interruption of any ongoing University services.

- 1) The Contractor shall provide all employees with the same uniform clearly identifying the company and vehicle shall have the company name/logo listed.
- 2) The Contractor shall stage their work from locations on the UTPB site out of the way of the mainstream users to minimize interruption of UTPB activities.

u. Neglect, Vandalism and Property Damage:

- 1) Turf or plants that are damaged or killed due to Contractor's operations, negligence or chemicals or by any other means shall be replace at the Contractor's expense.
- 2) The University of Texas Permian Basin will repair any damaged property (that is not part of the irrigation system) caused by The Contractor's operations and UTPB will bill Contractor for full cost of said repair.
- 3) Damage to or theft of landscaping installations not caused or allowed by the Contractor shall be corrected at UTPB's expense upon receipt written approval by the Physical Plant Director.
- 4) The Contactor shall be responsible for cost of replacement of property such as broken windows caused by workers while providing services.

v. Guaranty and Replacement:

- 1) Force Majeure: In the case where any existing plants are damaged or killed beyond the reasonable control of the Contractor such as a result of hail, wind, lightning, fire, freeze, theft, vandalism, construction operations or occupancy of building, the Contractor shall list the item and location and submit a report to the Physical Plant Director.
- 2) Any damaged plant materials approved for removal and replacement by UTPB shall be the responsibility of the Contractor from the date of installation and acceptance through the term of the contract.
- 3) At any time during the guaranty period, any dead plant shall be replaced within three (3) weeks at College's request.

w. Warranty of Services:

Definitions:

- 1) "Acceptance" as used in this clause, means the act of an authorized representative of UTPB's Physical Plant Director by which College assumes for itself, approval of specific services, as partial or complete performance of the Contract must be in writing.
- 2) "Correction" as used in this clause, means the elimination of a defect.

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

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

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

x. Additions and Deletions:

UTPB, by written notice to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, locations and/or services to the list of equipment, locations and/or services to be performed. Any such written notice shall take effect on the date stated in the notice from the UTPB. The Contractor will be requested to provide a monthly fee equal to their normal and customary charges or rates for the equipment, locations and/or services requested.

y. Estimated Quantities Not Guaranteed: The estimated quantities specified herein are not a guarantee of actual quantities, as UTPB does not guarantee any particular quantity of landscaping and grounds maintenance services during the term of this contract. The quantities may vary depending upon the actual needs of the user Department. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, UTPB shall not be liable for any contractual agreements/obligations the Contractor enters into based on all the quantities specified herein.

13. Vendor Qualifications

Vendor must provide proof with their proposal of their ability to meet the minimum qualifications set forth under the Scope of Services.

Vendors are instructed to provide a brief summary of the vendor's safety history for the past two (2) years. This narrative should site any hazardous safety incidents and actions to correct such incidents in the future.

14. Additional Information

The final authority to approve or disapprove delivered products and/or services lies with Kilgore College. In the event products delivered do not meet specification quality level, or do not perform as specified in this proposal, the supplier will replace the items, at no additional cost to UTPB.

If UTPB, in the exercise of its best judgment, determines the supplier's process for the delivery of services is unsafe or hazardous to life or property, College will suspend the process until the supplier takes corrective action. No allowance will be made for a supplier' waste, loss, breakage, damage or difficulties.

Exhibit A

MAINTENANCE SCHEDULE – ALL SERVICE AREA

(Note: estimates are based on 12-month service period)

DESCRIPTION	ESTIMATED NO.OF	SERVICE DATE
<u>Pick up and remove trash</u>	<u>361 days</u>	<u>January December</u>
Mow, edge and power blow (weed/grass); water plant containers and annual bed.	44	March-October: Weekly
<u>Do Not Over Water</u>		<u>November-February twice monthly</u>
<u>Prune Shrubs</u>	<u>6</u>	<u>Every other month</u>
<u>Prune Trees</u>	<u>2</u>	<u>November/April</u>
<u>Insect Control</u>	<u>44</u>	<u>Mar-Oct weekly/Nov-Feb twice monthly</u>
<u>Spray weeds in paving cracks</u>	<u>24</u>	<u>Every other week</u>
<u>Fluff mulch</u>	<u>12</u>	<u>Once per month</u>
<u>Cultivate beds</u>	<u>3</u>	<u>March, June and November</u>
<u>Trim lower limbs at 8 ft. and below</u>	<u>2</u>	<u>March and September</u>
<u>Aerate lawns</u>	<u>1</u>	<u>April</u>
<u>Switch out seasonal color (1st Week).</u>	<u>3</u>	<u>March, June and November</u>
<u>Mulching</u>	<u>2</u>	<u>March and November</u>
<u>Fertilize lawn</u>	<u>2</u>	<u>February and November</u>
<u>Fertilize Shrubs</u>	<u>2</u>	<u>February and August</u>
<u>Fertilize Trees</u>	<u>1</u>	<u>February</u>
<u>Fertilize seasonal color</u>	<u>3</u>	<u>March, June and November</u>
<u>Inspections (irrigation system)</u>	<u>12</u>	<u>Once per month</u>
<u>Lawn pre-emergent</u>	<u>3</u>	<u>February, May and November</u>
<u>Winter rye application</u>	<u>1</u>	<u>October</u>
<u>Large tree trimming (Oak, Etc.)</u>	<u>1</u>	<u>June</u>

