



**SAHA** | SAN ANTONIO  
HOUSING AUTHORITY  
Opportunity Lives Here

818 S. FLORES ST.

SAN ANTONIO, TEXAS 78204

www.saha.org

Procurement Department

## **QUICK QUOTE**

**For**

### **Mowing and Ground Maintenance for Select Beacon Communities**

**For**

**HOUSING AUTHORITY OF THE  
CITY OF SAN ANTONIO, TEXAS  
AND  
AFFILIATED ENTITIES**

**Date Issued: July 28, 2020**

**Quick Quote #: 2007-988-36-5048**

**Closes: August 14, 2020 at 11:00 AM**

Prepared by:

**Department of Procurement  
of the  
San Antonio Housing Authority  
818 South Flores Street  
San Antonio, Texas 78204**

President and CEO..... David Nisivoccia

- 1.0 The Housing Authority of the City of San Antonio, Texas and its affiliated entities (the “San Antonio Housing Authority or SAHA”) hereby invites independent Contractors to submit bids for mowing and ground maintenance at select Beacon Communities. Beacon Communities has additional properties that are in need of mowing, trimming, and ground maintenance services as they are brought under the management of Beacon Communities.**
- 2.0 SAN ANTONIO HOUSING AUTHORITY (SAHA) CONTACT: All questions or request for documents pertaining to this solicitation shall be addressed to Shayne Everett-Endres, Purchasing Agent, 210-477-6254, fax 210-477-66254 or e-mail at [shayne\\_everett-endres@saha.org](mailto:shayne_everett-endres@saha.org).**
- 3.0 APPLICABILITY: By submitting a bid, the bidder is agreeing to abide by all terms and conditions listed herein, including those terms and conditions within HUD Handbook 7460.8 REV 2, Procurement Handbook for Public Housing Agencies, dated 2/2007 and HUD Table 5.1, Mandatory Contract Clauses for Small Purchases Other Than Construction and if attached; HUD 5370EZ, Davis Bacon or HUD Wage Decision.**
- 4.0 SAHA’s RESERVATION OF RIGHTS: SAHA reserves the right to:**
  - 4.1 Reject any or all bids, to waive any informalities in the solicitation process, or to terminate the solicitation process at any time, if deemed by SAHA to be in its best interest.**
  - 4.2 Terminate a contract awarded pursuant to this solicitation at any time for its convenience upon delivery of a 30-day written notice.**
  - 4.3 Determine the days, hours and locations that the successful bidder shall provide the items or services called for in this solicitation.**
  - 4.4 Reject and not consider any bid that does not, in the opinion of SAHA, meet the requirements of this solicitation, including but not necessarily limited to incomplete bids and/or bids offering alternate (not including “or equal” items) or non-requested items or services.**
  - 4.5 SAHA reserves the right to:**
    - 4.5.1 To make an award to the same bidder (aggregate) for all items; or,**
    - 4.5.2 To make an award to multiple bidders for the same or different items.**
- 5.0 BIDDER’S RESPONSIBILITY: Each bidder shall carefully review and comply with all instructions provided herein, or provided within any named attachments or addenda.**
- 6.0 DEADLINE: Bids are due at the time and date posted herein. SAHA reserves the right to extend the posted deadline at any time prior to the deadline.**

- 7.0 QUESTIONS:** All questions or request for information concerning this solicitation must be submitted in writing five (5) days prior to the closing deadline.
- 8.0 HOLD PRICES/NON-ESCALATION:** By submitting a bid, the bidder agrees to "hold" or not increase the bid prices for a minimum period of ninety (90) days. Quantities listed in this solicitation are for the purpose of determining best pricing per line item. Contractor shall field verify all quantities and dimensions.
- 9.0 METHOD OF AWARD:** SAHA may, at its sole discretion, procure the applicable goods or services by issuance of a PO or execution of a contract. By submitting a bid, the successful proposer agrees to accept the PO or execute the contract.
- 10.0 FEES and FORMS:**
- 10.1 FEE:** All fees are all-inclusive of all related costs that a proposer will incur to provide the noted goods or services in compliance with this solicitation, including, but not limited to: employee wages and benefits, clerical support, travel and lodging, overhead, profit, licensing, insurance, materials, supplies, tools, equipment, long distance telephone calls, document copying and motor vehicle fuel, all costs shall be fully burdened.
- 10.2 FORMS:** Bids shall be submitted utilizing the bid/fee forms included herein. Submission on forms other than the SAHA forms may result in disqualification of the response. Any bidder attached or included Terms and Conditions (Ts & Cs) are subject to acceptance by SAHA at its sole discretion.
- 11.0 AWARD CRITERIA:** Award shall be made to the responsive and responsible contractor that submits the best value to SAHA using price and other factors listed below.
- a) Ability to meet specifications indicated in the Scope of Work**
- 12.0 BID COSTS:** SAHA shall not compensate any bidder for any costs that may be incurred in responding to this solicitation.
- 13.0 ASSIGNMENT OF PERSONNEL:** SAHA retains the right to demand and receive a change in personnel assigned by the Contractor to provide services to SAHA if SAHA believes that such change is in its best interest.
- 14.0 UNAUTHORIZED SUB-CONTRACTING PROHIBITED:** The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this solicitation (including, but not limited to, selling or transferring the ensuing PO or contract without the prior written consent of SAHA. Any purported assignment of interest or delegation of duty, without the prior written consent of SAHA shall be void and may result in the cancellation of the PO or contract with SAHA.
- 15.0 LICENSING REQUIREMENTS:** By submitting a bid the successful bidder certifies that he/she possess and will, prior to issuance of a PO or execution of a contract, present to SAHA, proof and/or certification of the following:

**15.1** If applicable, local business license issued by the City of San Antonio.

**15.2** If applicable, a copy of the bidder’s license issued by the State of Texas licensing authority allowing the bidder to provide the services or products as detailed herein.

**16.0 PERMITS:** Contractor shall obtain all permits required to complete the work per the specifications.

**17.0 INSURANCE:** Contractor shall present to SAHA prior to PO issuance or execution of a contract, proof of insurance compliant with the requirements below.

<b>Professional Liability</b>	<b>Required Limits</b>
SAHA and its affiliates must be named as a Certificate Holder. This is required for vendors who render observational services to SAHA such as appraisers, inspectors, attorneys, engineers or consultants.	\$1,000,000
<b>Business Automobile Liability</b>	<b>Required Limits</b>
SAHA and its affiliates must be named as an additional insured and as the certificate holder. This is required for any vendor that will be using their vehicle to do work on SAHA properties.	\$500,000 combined single limit, per occurrence
<b>Workers Compensation and Employer’s Liability</b>	<b>Required Limits</b>
Workers’ Compensation coverage is Statutory and has no pre-set limits. Employer’s Liability limit is \$500,000. Workers’ Compensation is required for any vendor made up of more than two people. A Waiver of Subrogation in favor of SAHA must be included in the Workers’ Compensation policy.  SAHA and its affiliates must be a Certificate Holder.	Statutory \$500,000
<b>Commercial General Liability</b>	<b>Required Limits</b>
This is required for any vendor who will be doing hands on work at SAHA properties. SAHA and its affiliates must be named as an Additional Insured and as the Certificate Holder.	\$1,000,000 per accident \$2,000,000 aggregate

**18.0 INVOICING:** To help insure timely payments and unless utilizing a progress payment schedule invoices shall be sent to the following address:

[Accounts\\_Payable@saha.org](mailto:Accounts_Payable@saha.org).

If contractor lacks electronic invoicing capability they may send invoices to:

**San Antonio Housing Authority,  
Accounts Payable,  
P.O. Box 830428,  
San Antonio, TX 78283-0428**

Contractor shall invoice SAHA within 60 days after the delivery of the goods or service. If contractor fails to invoice within 60 days SAHA reserves the right to not pay the invoice. In an effort to be more efficient, SAHA processes all payments electronically. Contractors will be required to complete a direct deposit form. SAHA’s standard payment terms are net 30 days.

**19.0 Fair Labor Standards Act:** Both parties hereby agree to comply with the provisions of the Fair Labor Standards Act (29 U.S.C. 201, et seq).

**20.0 Indemnification.** The Contractor shall indemnify and hold harmless SAHA and its officers, agents, representatives, and employees from and against all claims, losses, damages, actions, causes of action and/or expenses resulting from, brought for, or on account of any bodily injury or death of an employee of the Contractor, its agent, or its subcontractor of any tier received or sustained by any persons or property growing out of, occurring, or attributable to any work performed under or related to this Agreement, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or any subcontractor. **CONTRACTOR ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY CONTROLS OVER ALL OTHER PROVISIONS IN THE AGREEMENT, SURVIVES TERMINATION OF THIS AGREEMENT.**

Contractor shall indemnify and hold harmless SAHA, their agents, consultants and employees from and against any and all property damage claims, losses, damages, costs and expenses relating to the performance of this Agreement, including any resulting loss of use, *but only to the extent caused by the negligent acts or omissions of Contractor*, its employees, sub-subcontractors, suppliers, manufacturers, or other persons or entities for whose acts Contractor may be liable.

**21.0 SECTION 3:** Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3.

**22.0 EPA REQUIREMENTS(This section applies only to Painting):** Contractor must be EPA certified. Contractors performing renovation, repair and painting projects that disturb lead- based paint in homes, child care facilities, and schools built before 1978 must be certified by EPA and must follow specific work practices to prevent lead contamination.

**This includes, but is not limited to:**

**Contain the work area.**

**Minimize dust.**

**Clean up thoroughly.**

**Continued on Next Page**

Contractors must provide to SAHA and tenants a copy of the EPA pamphlet *“Renovate Right: Important Lead Hazard Information for Families, Childcare Providers and Schools,”* before the renovations start. Federal law requires this in housing, child-care facilities and schools built before 1978 and when renovating six square feet or more of painted surfaces in a room for interior projects or more than twenty square feet of painted surfaces for exterior projects. For a copy of this pamphlet go to:

[www.epa.gov/lead/pubs/renovaterightbrochure.pdf](http://www.epa.gov/lead/pubs/renovaterightbrochure.pdf)

**23.0 GENERAL CONDITIONS:**

**23.1 Scope of Work is Attachment A.**

**23.2 Location of Property:**

**Converse Ranch I, 8355 Crestway Drive, Converse, TX 78109**  
**Converse Ranch II, 8355 Crestway Drive, Converse, TX 78109**  
**Crown Meadows, 7700 Ingram Rd., San Antonio, TX 78251**  
**Rosemont at Highland Park, 1303 Rigsby Ave, San Antonio, TX 78210**

**Additional Properties may be added as needed.**

**23.3 WARRANTY:** All services and goods provided pursuant to this solicitation and the resulting contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services, but in any event such goods and services shall be warranted for at least a period of two (2) years.

**23.4 OR EQUAL:** Catalogs, brand names or manufacturer’s references where provided are descriptive only and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless specified otherwise. If bidding other than the referenced manufacturer, brand or trade name, Bidder must provide a complete description of product offered, and illustrations and must be included in the bid submittal. Failure to include the above referenced data will require Contractor to furnish specified brand names, numbers, etc.

**23.5** Acceptance by SAHA is required prior to payment. Acceptance will be based on adherence to the specifications, best industry practice and inspection by SAHA personnel.

**23.6** Contractor shall supply all material, labor and equipment to complete the requirement of this solicitation unless otherwise specified in this solicitation.

**23.7** Contractor shall dispose of all debris and trash offsite in accordance with all local, State and Federal laws and codes. At no time will Contractor discard any debris or trash into any SAHA refuse container.

**Continued on Next Page**

**23.8 Responses may be delivered to:**

**San Antonio Housing Authority,  
Attn: Purchasers Name, Title,  
818 S. Flores, San Antonio, TX 78204**

**or**

**Faxed to: Attn. Shayne Everett-Endres at 210-477-6254**

**or**

**Emailed to: shayne\_everett-endres@saha.org**

**Remainder Left Blank Intentionally**

**Quote Fee Sheet**  
**Quick Quote Closes on August 14, 2020 at 2:00 PM**  
**2007-988-36-5048**

**State Law limits procurements using this method of solicitation to \$50,000.00 or less.**

**Contractors are responsible for visiting the sites to ensure proper pricing for services required.**

- 1. Fee:** Additional properties added will be sent for quote to all Contractors awarded under this contract. Pricing below is fully burden to include all services in the Scope of Work (Attachment A), transportation, materials, etc.

<b>Property</b>	<b>Address of Property</b>	<b>*No. Cuts / Month</b>	<b>Cost Per Service (one cut)</b>	<b>Extended Cost / Month</b>
<b>Converse Ranch I</b>	<b>8355 Crestway Drive, Converse, TX 78109</b>	<b>2</b>		
<b>Converse Ranch II</b>	<b>8355 Crestway Drive, Converse, TX 78109</b>	<b>2</b>		
<b>Crown Meadows</b>	<b>7700 Ingram Rd., San Antonio, TX 78251</b>	<b>2</b>		
<b>Rosemont at Highland Park</b>	<b>1303 Rigsby Ave, San Antonio, TX 78210</b>	<b>2</b>		

**\*This is an as needed contract. The number given is not a set number of visits per month.**

- 2. Watering of grass or newly installed sod will be performed by Beacon staff.** For the purposes of establishing a price on an as needed basis, please include your price for SOD (Princess, Blackjack or Tif Bermuda, possibly St. Augustine grass varieties) below. Installed price shall including labor, materials & equipment:

**SOD \$\_\_\_\_\_ per Square Yard**

- 3. Additional Cost:** For the purposes of establishing a price on an as needed basis, please include your price for Cedar Mulch and Winter Rye. Cost fully burdened includes labor, materials, equipment, etc.

**Seeding of Winter Rye: \$\_\_\_\_\_ per Square Foot**

**Application of Cedar Mulch: \$\_\_\_\_\_ per Square Foot**

**Company Name:\_\_\_\_\_**



**4. Additional Information:** Enclose a one page summary of your company's ability to supply personnel to support the services required under the Scope of Work (Attachment A).

**5. Sub-Contractors:** Proposer shall identify his sub-contractors if any:

a) \_\_\_\_\_

b) \_\_\_\_\_

**Acknowledge Receipt of Addenda**

Addendum #1: \_\_\_\_\_ Date: \_\_\_\_\_

Addendum #2: \_\_\_\_\_ Date: \_\_\_\_\_

Addendum #3: \_\_\_\_\_ Date: \_\_\_\_\_

_____	
<b>Signature</b>	<b>Date</b>
_____	
<b>Printed Name</b>	<b>Company</b>
_____	
<b>E-mail address if available</b>	
_____	
<b>Phone</b>	<b>Fax</b>

**Bidder's Certification**

By signing below, Bidder certifies that the following statements are true and correct:

1. He/she has full authority to bind Bidder and that no member Bidder's organization is disbarred, suspended or otherwise prohibited from contracting with any federal, state or local agency,

2. Items for which Bids were provided herein will be delivered as specified in the Bid,

3. In performing this contract, the contractor(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Occupational Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act.,

4. Bidder agrees that this bid shall remain open and valid for at least a period of 90 days from the date of the Bid Opening and that this bid shall constitute an offer, which, if accepted by SAHA and subject to the terms and conditions of such acceptance, shall result in a contract between SAHA and the undersigned Bidder,

5. He/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Bid,

6. Bidder, nor the firm, corporation, partnership, or institution represented by the Bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of the State of Texas or the Federal Antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business,

7. Bidder has not received compensation for participation in the preparation of the specifications for this IFB,

8. **Non-Collusive Affidavit:** The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other Bidder, to fix overhead, profit or cost element of said bid price, or that of any other Bidder or to secure any advantage against SAHA or any person interested in the proposed contract; and that all statements in said bid are true.

9. **Child Support:** Pursuant to Section 231.006 (d) of the Texas Family Code, regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

10. **Lobbying Prohibition:** The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

11. **Non-Boycott of Israel:** SAHA may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas Government Code chapter 2270) by accepting these General Conditions and any associated contract, the CONTRACTOR certifies that it does not Boycott Israel, and agrees that during the term of this contract will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.

12. **TX Gov. Code 2252.152:** Prohibits a government entity from awarding a contract to a company identified as Iran, Sudan, or a Foreign Terrorist Organization as identified on a list maintained by the Texas Comptroller of Public Accounts. By signature hereon bidder certifies that it is not affiliated in any manner with the businesses on this list.t

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Firm)

\_\_\_\_\_  
(Signature) (Printed name and title)

\_\_\_\_\_  
(Business address)

\_\_\_\_\_  
(Phone) (E-mail)

# **ATTACHMENT A**

## **Scope of Work/Specifications**

## Scope of Work/Specification

Awarded Contractor/s shall provide the services detailed herein:

### Services, Cost & Schedules

The potential Contractor will provide a detailed service as needed (for each of the properties) to include:

- Preventive plant infestation treatment
- Servicing of existing plants (to include trims and bed turns)
- Servicing of shrubs
- Winter Rye
- Replace and fill mulch in existing beds.

The plan will provide separate aggregate costs for the entire portfolio as well as individual itemized (property) costs for grounds keeping (including monthly groundskeeping service, seasonal planting of flowers and replacement of damaged shrubs).

### Basic Maintenance

#### Turf Areas

Servicing will be conducted at established days during the year, to include Mow, Edge and Trim. Mowing and edging of all turf areas shall be performed on each visit.

1. Before and after each mowing on service visit, Contractor will legally dispose of (off site) all trash, litter and debris from the entire property to include by not limited to in and around the shrub areas, ground cover beds, planting beds and all other man-made or natural abutment.
2. Will trim all ground cover and other areas in a linear, neat manner and in conformance with proper horticultural standards and techniques as designated for the San Antonio geographical zone.
3. Will mow and maintain all grass in all common areas of the property completely to maintain a uniform height not to exceed between 2-3 inches.
4. Will mow, edge, and clean-up individual tenant yard to include back, front and side yards (if applicable).
5. Trimming and edging of the turf shall be performed on each visit.
6. Trim and edge in linear manner all grass to a uniform height not to exceed between 2 to 3 inches to prevent growth of grass on sidewalks, fence lines, streets, parking areas, building foundations, dumpster pads, shrub beds, ground cover beds, flower beds and any other man made natural abutment.

7. Will use trimmers in locations where mowers cannot reach vegetation.
8. Any retention ponds and drainage easements must be mowed at least once (1) per month.
9. Leaves will be picked up and removed once per month in the spring and summer (as needed), and twice per month (as needed) in the fall and winter months.
10. Ruts, holes and other disfigurement of mowed areas caused by mowing equipment shall be the responsibility of the Contractor to repair to original condition.
11. Will include a weed control and fungicide to be applied (as needed) throughout the year to maintain a weed free and healthy turf.
12. Will install new sod (as needed).

### **Hard-Scaped Areas**

1. All hard scaped areas will be blown-off on each visit.
2. All joints and cracks will be sprayed (with an eco-friendly weed killer) and kept weed and grass free to keep a neat appearance.

### **Shrub and Ground Cover Beds**

Weeding will be conducted at each servicing during the year.

1. Post and Pre-Emergent will be done at a minimum two (2) times a year. A pre-emergent herbicide will be applied to lawn areas in the spring and in the fall to inhibit the germination of annual weed species. A Post Emergent will be applied to lawn areas to kill establish weeds.
2. All beds and shrubs will be kept weed free using herbicide and manual weeding.
3. Will maintain ground cover within its bed boundaries.
4. Will include weed control and fungicide to be applied (as needed) throughout the year to maintain a weed free and healthy turf.
5. Adequate mulch will be maintained at all times.
6. Mulch will be turned in the beds once per month to obtain a fresh appearance.
7. Property approved mulch will be installed as needed to maintain a fresh appearance, and an average of 2 inches will be maintained. This will include all common areas such as the Leasing Office, Pool, Mailbox and Entrance areas as well as other high visibility common areas.

8. Bed areas will be trimmed to maintain a defined edge.
9. Tree wells will be maintained around trees in lawn areas to prevent bark damage.
10. Shrubs shall be treated (at a minimum) two times per year to minimize insect and disease damage. The first application will be administered in late winter (or as recommended) with a dormant oil spray to kill overwintering insects and eggs. The second will be administered during the growing season to control new infestations.
11. Shrubs and ground covers will be maintained for the best shape and size according to the individual plant.
12. Shrubs and ground covers will be trimmed once per month or as needed.
13. Ground cover trimming will be conducted (as determined) during the year.

### **Fertilization/Pesticide/Herbicide Maintenance**

Fertilize/Pesticide/Herbicide Maintenance will be conducted a predetermined number of times a year.

1. Fertilizer ratios must be adjusted to each individual project.
2. All grass areas shall be fertilized (at a minimum) twice per year (prior to summer and winter) respectively with a slow release, non-burning organic fertilizer that is designed for the respective species of grass at the property.
3. All shrub beds (including flower beds) shall be fertilized (at least) twice per year (prior to the summer and winter months) respectively with a slow release non-burning organic fertilizer designed for the respective species of shrub.
4. Fire ant mound treatment will be done as needed. Administer a program of fire ant treatment during every service visit by a licensed technician or a technician under the licensee's supervision as followed by law and regulations. The program shall include spot treating every mound or colony discovered during each routine service.
5. Contractor will apply (after pulling growth) effective, safe and environmentally friendly herbicide to immediately kill all grass and weeds growing up through cracks and openings in sidewalks, curbs, roads, parking areas, walls, etc.
6. All trees shall be fertilized (at least) once per year prior to winter and summer (preferably April and October) respectively with a slow release, non-burning organic fertilizer that is designed for the respective species of tree (preferably be a licensed Arborist).

## Winter Rye Grass Installation, Mulching and Maintenance

1. Contractor will scalp selected turf areas in preparation for seed application.
2. Contractor will apply a triple blended perennial rye grass application to the turf areas and will include:
  - a. 1.Three (3) additional fertilizations (as needed).
  - b. 2.Pre-determined additional cuts to over seeded areas only.
3. All shrub beds must be completely mulched to a depth of three inches, twice per year prior to the summer and winter months respectively, using cedar or equal. The use of any other material for mulching is prohibited unless prior written approval by the property manager or respective representative is obtained.

## Trash and Debris

Trash and normal Debris will be cleaned out of landscaped areas on each visit.

1. Clippings and other debris from landscape crew will be removed immediately.
2. Contractor will not use on site dumpsters to dispose of debris.
3. Contractor shall remove all grass clipping and edging off site if not mulched. However, mulching is preferred. Any excess buildup of mulched grass clippings, or leaves shall be removed from the property.
4. Contractor shall remove and legally dispose of all nuisance growth to include plants, and or foliage from buildings and roof lines a minimum of 3 feet from the structure with each routine maintenance service visit.

## Trees

1. Tree canopies will be kept at a determined height allowing easy access around the trees.
2. Contractor will provide all trees on the property with a trunk diameter of eight (8) inches or less with a mulch ring of shredded bark at least 48 inches in diameter not including the diameter of the tree trunk or as recommended per property.
3. All finished cuts shall be clean cuts of the complete branch at its junction with the trunk or next larger branch. Pruning paint is required for all cuts on Oaks.
4. Trees will be inspected for disease or insects on a predetermined basis.
5. Contractor will remove and legally dispose of all dead or dying branches and twigs up to eight feet from the ground level from any and all trees on the property.

6. Contractor will remove and legally dispose of all suckers growing at or near the base of any and all trees on the property.
7. Contractor will remove and legally dispose of all growth up to eight feet from the ground level on trees.
8. Prune all trees so that a symmetrical appearance is maintained and in conformance with proper horticultural standards and techniques as designated for the San Antonio geographical zone (as determined by a licensed arborist).
9. Remove all weed growth on and around trees manually.
10. When pruning oak trees, all cuts shall be immediately covered with tree paint to avoid disease. All cutting equipment shall be disinfected prior to use and between each individual oak tree to avoid the spread of disease among the oak trees.
11. Small dead trees shall legally disposed of as discovered.
12. Qualified personnel with the knowledge and resources to accurately diagnose and treat any type of parasitic infection or disease shall inspect the grass, trees and ground cover during each service. If required, the treatment shall be performed by a qualified technician.
13. All pruning of trees shall be performed in accordance with the best practices of the National Arborists Association and codes required by the City of San Antonio.

### **General Work and Conditions**

1. The service fees for all work provided as required by the above schedules shall be included in the periodic maintenance fee unique to each property. No listed services required by the scope of this Quote will be subject to any additional costs to the agency or invoiced to SAHA.
2. The contractor will provide an assigned manager who will serve as the property point of contact (for the property manager) to assure that all work is being done in accordance with the agreements.
3. The Contractor must check in with the office prior to the commencement of work and check out upon completion.
4. A member of the property site staff must sign off upon completion of work that day.
5. All work done outside of the contract agreement requires prior written approval by the Property Manager.
6. At each color change a schedule and description of flowers to be planted will be provided and agreed to by both parties prior to installation.



7. In the event that the contractor is not able to provide weekly maintenance due to severe weather, they will spend additional time on the next regularly scheduled maintenance to complete the specifications.
8. Contractors shall be properly attired at all times, and shall conduct themselves and perform their work in a professional manner.
9. Motor Vehicles will not obstruct mainstream traffic or be driven on the landscape.

**ATTACHMENT B**  
**HUD & Other Forms (Add additional Forms as required)**

## TABLE 5.1 MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act**. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

**Examination and Retention of Contractor's Records.** The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

**Right in Data and Patent Rights (Ownership and Proprietary Interest).** The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

**Energy Efficiency.** The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

### **Procurement of Recovered Materials**

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price. (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

### **Termination for Cause and for Convenience (contracts of \$10,000 or more).**

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.