

CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Environmental Services & Code Enforcement; General Services; Airport

AGENDA DATE: March 27, 2012

CONTACT PERSON/PHONE: ELLEN SMYTH, ENVIRONMENTAL SERVICES DIRECTOR, 621-6719

DISTRICT (S) AFFECTED: ALL

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

That the City Manager be authorized to sign a Citywide Litter Control Contract by and between the City of El Paso and both TIBH Industries, Inc., a private non-profit corporation and the certifying party, and Border TM Industries, Inc. d/b/a Xceed Resources, the performing party, to provide specified cleaning and maintenance services for certain properties managed by the City of El Paso's General Services Department, Environmental Services Department and the Airport. This is a 3 year contract, April 15, 2012 through April 14, 2015) in the amount of \$2,705,991.60 (1st year: \$875,470.56; 2nd year: \$901,734.60 & 3rd year: \$928,786.44)

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

The agreement between the City of El Paso and TIBH DBA Exceed Resources is to enable litter pick-up, cleaning and maintenance services that will be provided for City parks, alleys and specified areas located around the El Paso International Airport premises. The City has previously contracted and has current contracts with TIBH who is a private, non-profit corporation offering employment for individuals with mental disabilities, the visually impaired and the disabled. This agreement will allow for the enhancement of identified areas as well as improving the image of the areas in which they are located and the City as a whole. Local business is being supported.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

Yes, City Council approved a similar contract on August 30, 2011.

SELECTION SUMMARY:

N/A

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

\$2,705,991.60 for three years plus \$928,728.44 if extended an additional year.
34010281-502221-40403-34000 – Grounds Keeping/Horticultural Contracts – Environmental Services
62620001-502224-40101, Environmental Contracts - Airport
No budget transfer required.

BOARD / COMMISSION ACTION:

N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD: _____

Name

Signature

Date

Ellen Smyth

3-13-12

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Citywide Litter Control Contract by and between the City of El Paso and both TIBH Industries, Inc., a private non-profit corporation and the certifying party, and Border TM Industries, Inc. d/b/a Xceed Resources, the performing party, to provide specified cleaning and maintenance services for certain properties managed by the City of El Paso's General Services Department, Environmental Services Department and the Airport. This is a service requirements contract at a currently estimated cost to the City of \$2,705,991.60 for the three-year term of the contract.

ADOPTED this _____ day of _____, 2012.

CITY OF EL PASO:

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Elizabeth M. Ruhmann
Assistant City Attorney

Ellen A. Smyth, P.E., Director
Environmental Services Department

CITYWIDE LITTER CONTROL CONTRACT

This Citywide Litter Control Contract is made this ____ day of _____, 2012, by and between the **CITY OF EL PASO**, a home rule municipal corporation (hereinafter referred to as the "**City**"), and both **TIBH INDUSTRIES, INC. ("TIBH")**, a private non-profit corporation and the certifying party, and **BORDER TM INDUSTRIES, INC. D/B/A XCEED RESOURCES ("XCEED")**, the performing party (hereinafter "**the Contractor**"), to provide specified cleaning and maintenance services for certain properties managed by the City of El Paso's General Services Department, Environmental Services Department and the Airport.

WITNESSETH:

WHEREAS, the City of El Paso is in need of grounds maintenance services for certain properties managed by the City of El Paso's General Services Department, Environmental Services Department and the Airport; and

WHEREAS, TIBH is a private non-profit corporation responsible for coordinating programs and employment opportunities for the visually impaired and the disabled; and

WHEREAS, the Contractor is certified by TIBH as providing employment for individuals with severe disabilities and/or blindness; and

WHEREAS, Contractor is able to provide the needed services for the mutual benefit of its workers and the City; and

WHEREAS, the City has determined that it is in the best interest of the citizens of El Paso to employ severely disabled and/or blind citizens to perform the services outlined in this contract; and

WHEREAS, the competitive bidding requirements of the Texas Local Government Code Section 252.021 do not apply to this Contract, pursuant to and in compliance with Section

252.022(a)(13) of the Texas Local Government Code and Chapter 122 of the Texas Human Resources Code.

NOW, THEREFORE, it is hereby agreed by the parties as follows:

1. **Definitions.**

1.1 “**Alley**” means a public way intended for secondary access and service to the rear or side of a property, and not intended for general traffic circulation.

1.2 “**Director**” means the director of the Department.

1.3 “**Double frontage lot**” means any lot having frontage on two streets which are nonintersecting or which intersect at an angle of less than or equal to seventy degrees with reference to the lot, as distinguished from a corner lot.

1.4 “**Garbage**” means solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling, and sale of produce and other food products.

1.5 “**Hazardous waste**” means any solid waste identified or listed as a hazardous waste by the administrator of the U.S. Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 United States Code, §§6901 *et seq.*, as amended or any successor federal statute or implementing regulation.

1.6 “**Household hazardous waste**” means household materials such as paints, pesticides, oils, cleaners, solvents, batteries, polishes and similar products that could be hazardous to the environment if used, stored, or disposed of improperly. If placed in the trash, these wastes may injure sanitation workers; if poured onto the ground or into waterways, they may contaminate drinking-water supplies.

1.7 “**Litter**” means “garbage,” “refuse” and “rubbish” as defined herein and all other waste material.

1.8 “**Lot**” means a parcel of land having frontage upon an access way and either shown on a plat of record or described by metes and bounds, where access may be provided through a private easement in a commercial unit development.

1.9 “**Parkway**” means the area of a street that lies between the right-of-way line and the face of the curb line.

1.6 “**Rubbish**” and “**Refuse**” mean nonputrescible solid wastes (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish

includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, brush, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).

1.7 “**Solid waste**” means garbage, rubbish, refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:

- (A) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;
- (B) Soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements;
- (C) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or re-pressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended; or
- (D) Recyclables.

2. **Scope of Services.** Contractor shall provide the following cleaning and maintenance services (the “Services”) for the City as set forth in following exhibits, attached hereto and incorporated herein for all purposes:

2.1 Exhibit A: Scope of Services for General Services Department (City Parks and Facilities), with attached Appendix A-1 (Locations of City Parks/Facilities to be services).

2.2 Exhibit B: Scope of Services for Environmental Services Department, Alley Clean-Up.

2.3 Exhibit C Scope of Services for Airport Grounds Maintenance Services.

3. **Term.** This Contract is for a term of thirty-six (36) months. This Contract shall become effective on **April 15, 2012**, and shall terminate on **April 14, 2015**.

3.1 Option to Extend. City, at its sole discretion, may exercise an option to extend the term of this Agreement, for one additional one-year term, by giving Contractor written notice prior to the expiration of the original term of this Agreement.

4. **Consideration.** The City shall pay TIBH the sum of \$2,705,991.60 for the period from April 15, 2012 through April 14, 2015 (\$875,470.56 for year 1; \$901,734.60 for year 2; and \$928,786.44 for year 3), to be paid in monthly payments, as set forth in more detail in **Exhibit D** (Annual Contract Pricing per department chart), attached hereto and incorporated herein for all purposes.

The cost for additional, non-scheduled or emergency work shall be billed at the hourly rate per crew as detailed in **Exhibit D** (Non-Scheduled Work fee chart). Such additional work shall be done only at the City's direction and with the written agreement of the parties. Xceed shall provide details of the additional, non-scheduled work in its monthly invoice.

Xceed shall issue a draft of its monthly invoice to the City on or about the 1st of the month. Upon verification and approval of such draft invoice, the City will notify Xceed and Xceed will submit the invoice to TIBH. TIBH will then submit the approved invoice to the City and the payment will be processed and sent to TIBH, which shall send the appropriate amount, within a reasonable time, to Xceed as may be determined by TIBH and Xceed.

Should the City exercise its option to extend this Agreement pursuant to Section 3.1 herein, the Year 3 annual payment/consideration of \$928,786.44 will continue, as will the Year 3 non-scheduled work fees (per hour/crew).

Should the locations shown in Exhibits A, B and C, and/or their Appendix, be administratively added to or deleted by the City as authorized herein, the consideration paid under this Agreement may be modified by written agreement of the parties.

5. **Termination.** Either party may terminate this Contract if the other party has breached the Contract and fails to correct such breach for a period of thirty (30) days after receipt of written notice to correct the same. In addition, either party may terminate this Contract without cause upon thirty (30) days' written notice to the other party of the intention to terminate this Contract. In addition, this Contract may be terminated at any time by mutual written agreement of the Parties. In addition, this Contract shall automatically terminate if the City Council of the City of El Paso fails to appropriate or budget money for the payment of the Services under this Contract. All payments by the City under this Contract are payable only out of current City revenues.

Upon termination of this Contract for any reason, Contractor shall return any and all equipment and materials provided by the City in good usable order, allowing for ordinary wear and tear.

6. **Independent Contractor.** TIBH and Xceed shall instruct all of their employees as to work procedures and thoroughly acquaint each employee with their duties. City shall notify TIBH and Xceed if any of Xceed employees do not perform their duties as necessary to carry out Contractor's duties under this Contract. Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the Contractor or between the City and the Contractor's employees. TIBH and Xceed shall be deemed at all times to be independent

contractors. In carrying out the terms of this Contract, TIBH and Xceed shall select their own employees and such employees shall be and act under the exclusive and complete supervision and control of TIBH and Exceed, respectively.

7. **Property Damage.** Contractor shall promptly notify the Director of the relevant Department (the “Director”) of any damage or vandalized plants or materials that Contractor discovers on the property. Contractor shall additionally reimburse City for any property damage caused by anyone under their employ.

8. **Trash.** The City will provide dumpsters in appropriate locations for trash and debris from cleanup work. The Contractor will provide liners/trash bags for trash cans as required.

9. **Safety.** Contractor shall train their employees or subcontractors in safety procedures and all crews shall have a Contractor’s staff supervisor with them. Contractor shall provide first aid kits and fire extinguishers for all crew vehicles. Crews shall use safety vests and traffic cones when working in or near streets.

10. **Insurance.** Contractor shall carry public liability insurance with a minimum one million dollar (\$1,000,000.00) limit, per occurrence, for death, personal injury and property damage, with a minimum one million dollar (\$1,000,000.00) general aggregate limit. These amounts are not a limitation upon the Contractor’s agreement to indemnify and hold the City harmless.

The policy shall be carried by an insurance company authorized to do business in the State of Texas. The policy shall be in a form acceptable to the City and shall be for the protection of the City as well as Contractor. The City shall be named as an additional insured. A copy of the policy or certificate of insurance shall be filed with the City Clerk. The policy shall provide that it cannot be canceled or the amount of coverage reduced without thirty (30) days written notice to the City.

11. **INDEMNITY.** IT IS AN EXPRESS CONDITION OF THIS CONTRACT THAT CITY, ITS ELECTED OFFICIALS AND ITS OFFICERS, AGENTS, AND EMPLOYEES SHALL BE FREE FROM ANY AND ALL CLAIMS, DEBTS, DEMANDS LIABILITIES OR CAUSES OF ACTION OF EVERY KIND OR CHARACTER, WHETHER IN LAW OR EQUITY, BY REASON OF ANY DEATH, INJURY OR DAMAGE TO ANY PERSON OR PERSONS OR DAMAGE OR DESTRUCTION OF PROPERTY OR LOSS OF USE THEREOF, WHETHER IT BE THE PERSON OR PROPERTY OF THE CONTRACTOR, ITS AGENTS OR EMPLOYEES, OR OF ANY THIRD PERSONS, CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ITS OFFICERS, AGENTS, OR EMPLOYEES, IN THE CONDUCT OF THE CONTRACTOR'S OPERATIONS AUTHORIZED HEREIN. THE CONTRACTOR HEREBY COVENANTS AND AGREES TO INDEMNIFY AND TO SAVE AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS AND ITS OFFICERS, AGENTS AND EMPLOYEES AGAINST AND FROM ANY AND ALL SUCH CLAIMS, DEMANDS, DEBTS, LIABILITIES AND CAUSES OF ACTION (INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS).

12. **Workmanship.** All work shall be done in a good and workmanlike manner. The City's Land Management Superintendent or designee shall notify Contractor's officials if the work does not comply with such standards. Any disagreements concerning performance shall be resolved by the Director.

13. **Compliance with Laws and Ordinances.** Contractor shall at all times observe and comply with all federal, state and local laws, ordinances and regulations which in any manner affect the Contract or the work and to the extent allowed by law, shall indemnify and save and hold

harmless the City against all claims arising from the violation of any such laws, ordinances and regulations whether by the Contractor or its employees or clients.

14. **Venue and Law.** For the purposes of determining the place of the Contract and the law governing the same, this Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts of El Paso County, Texas.

15. **Severability.** Every provision of this Contract is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

16. **Entire Agreement.** This Contract constitutes and expresses the entire agreement between the parties regarding the scope of services specified. It shall not be amended or modified except by a written instrument signed by all parties. The parties have entered into other agreements which are not affected or modified by this Contract.

17. **Assignment.** This Contract shall not be assigned without the prior written consent of all of the parties.

18. **Binding Agreement.** The individuals signing this Contract acknowledge that he or she is authorized to do so, and said individual further warrants that he or she is authorized to commit and bind Contractor and TIBH to the terms and conditions of this Contract.

19. **Additional Maintenance Locations.** Additional cleaning and maintenance locations may be administratively added after execution of this Contract. Such additional locations shall, once authorized in writing by the City's designee (department head) and accepted by Contractor and TIBH as to location and the maintenance schedules described herein, become subject to all terms and conditions of this Contract to specifically include, but not to be limited

to, the Consideration provision and the Schedules of Duties set forth herein. Individual locations may be removed for any reason upon the City providing Contractor and TIBH thirty (30) days written notice of the request to remove, together with a statement of the reason the specific location is being removed.

20. **Notices.** All notices provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

City: City of El Paso
ATTN: City Manager
2 Civic Center Plaza
El Paso, Texas 79901-1196

with copy to: City of El Paso
ATTN: Director
Environmental Services Department
7969 San Paulo
El Paso, Texas 79907

TIBH: Henry Hernandez, Marketing Manager
TIBH Industries, Inc
5503 Grissom Road, Suite 103
San Antonio, Texas 78238

Border TM Industries, Inc. Everardo Sanchez, Executive Director
d/b/a Xceed Resources: Border TM Industries, Inc.
5310 El Paso Drive
El Paso, Texas 79905

or to such other addresses as the parties may designate to each other in writing from time to time.

21. **Texas Tort Claims Act.** Partner expressly agrees that, in all things relating to this Agreement, the City is performing a governmental function, as defined by the Texas Tort Claims Act. Partner further expressly agrees that every act or omission of the City which, in any way, pertains to or arises out of this Agreement falls within the definition of a governmental function.

(ALL SIGNATURES FOLLOW ON NEXT PAGE)

CITYWIDE LITTER CONTROL CONTRACT

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2012.

CITY OF EL PASO

Joyce A. Wilson,
City Manager

APPROVED AS TO FORM:

Elizabeth M. Ruhmann
Assistant City Attorney

APPROVED AS TO CONTENT:

Stuart C. Ed, Director
General Services Department

APPROVED AS TO CONTENT:

Ellen A. Smyth, P.E., Director
Environmental Services Department

APPROVED AS TO CONTENT:

Monica Lombrana, A.A.E.
Director of Aviation

TIBH INDUSTRIES, INC.

Henry Hernandez, Marketing Manager

**BORDER TM INDUSTRIES, INC.
D/B/A XCEED RESOURCES**

Everardo M. Sanchez, Executive Director

EXHIBIT A
SCOPE OF SERVICES
CITY OF EL PASO'S GENERAL SERVICES DEPARTMENT

1.1 Schedule 1 Duties: 7 days per week (Monday thru Sunday)

3.1.1 Clean trash and debris from all planters, trash cans, bench areas, playgrounds and all park areas and haul trash bags to nearest park dumpster on a year round basis.

3.1.2 Rake sand in playground areas at least once a week on a year-round basis.

1.2 Schedule 2 Duties: 5 days per week (Thursday thru Monday)

1.2.1 Clean trash and debris from all planters, trash cans, bench areas, playgrounds and all park areas and haul trash bags to nearest park dumpster seven days a week, on a year round basis as scheduled.

1.2.2 Rake sand in playground areas at least once a week on a year-round basis.

1.3 Schedule 3 Duties: 4 days per week (Friday thru Monday)

1.3.1 Clean trash and debris from all planters, trash cans, bench areas, playgrounds and all park areas and haul trash bags to nearest park dumpster at least one day a week on a year round basis.

1.3.2 Rake sand in playground areas at least once a week on a year-round basis.

1.4 Schedule 4 Duties: 3 days per week (Saturday thru Monday)

1.4.1 Clean trash and debris from all planters, trash cans, bench areas, playgrounds and all park areas and haul trash bags to nearest park dumpster.

1.4.2 Rake sand in playground areas at least once a week on a year round basis.

1.5 Schedule 5 Duties: 2 days per week (Saturday, Sunday)

1.5.1 Clean trash and debris from all planters, trash cans, bench areas, playgrounds and all park areas and haul trash bags to nearest park dumpster.

1.5.2 Rake sand in playground areas at least once a week on a year-round basis.

1.6 Schedule 6 Duties: 1 day per week (Saturday)

1.6.1 Clean trash and debris from all planters, trash cans, bench areas, playgrounds and all park areas and haul trash bags to nearest park dumpster.

1.6.2 Rake sand in playground areas at least once a week on a year-round basis.

The City's Land Management Superintendent, or designee, and Contractor shall agree on an appropriate daily schedule for the Services provided for herein. Failing to reach an agreement, the City's Land Management Superintendent's determination shall control. Such schedule may be revised periodically by the City's Land Management Superintendent or designee as needed because of climate conditions, ground conditions, or other conditions. Further, the City's Land Management Superintendent may, in his sole discretion, add to or delete from the sites and locations shown on Appendix "A-1".

(APPENDIX A-1 BEGINS ON THE FOLLOWING PAGE)

APPENDIX “A-1”

PARK/FACILITY	ADDRESS	Area	Trash Receptacles	Cost per day	Days per week	Days of Week
Billy Rogers Arroyo	700 E. Robinson Ave	NW	4		0	Sa-M
Saipan - Ledo	Durazno	C	12	\$ 40.00	0	Sa-M
Sandstone Ranch	Marcus Uribe & North View	NE	6	\$ 12.00	0	Sa-M
Sandstone Ranch Estates	5401 Marcus Uribe	NE	6	\$ 12.00	0	Sa-M
Nolan Richardson Phase II	4437 Maxwell		1	\$ 15.00	0	Sa,Su
Tierra Del Este #60	14337 Arabian Point Ave.	MV	2		0	Sa,Su
Dolphin	5900 Marlin Dr.	NE	1	\$ 27.74	1	Sa
Esmeralda Wilderness Park/Archeology Museum	720 Esmeralda Amendariz	NW	5	\$ 22.95	1	Sa
	4301 Transmountain Road	NE	4	\$ 15.00	1	Sa
a McKelligon Canyon Rio Grande Trail North	McKelligon Canyon Rd	C	20	\$ 361.00	1	Sa
	Country Club to Borderland	NW	4	\$ 110.00	1	Sa
Skyline Youth	5050 Yvette Ave.	NE	10	\$ 238.53	2	Sa,Su

Tres Suenos #1	12930 GR Campuzano	MV	4	\$	12.00	2	Sa-M
Tres Suenos #4	12961 Enrique Gomez Dr.	MV	2	\$	12.00	2	Sa-M
Alethea	801 Stockwell	NW	6	\$	11.79	2	Sa,Su
Arbor Green	3127 Manny Aguilera	C	3	\$	9.78	2	Sa,Su
Bartlett	Bartlett Dr	NW	4	\$	18.00	2	Sa,Su
Buena Vista	420 Nopal Ave	NW	3	\$	9.01	2	Sa,Su
Caribe	250 Cayman Ln	MV	5	\$	13.87	2	Sa,Su
Carruso	720 Prospect St	NW	1	\$	1.25	2	Sa,Su
Cork	3327 Cork Dr	C	2	\$	8.46	2	Sa,Su
Doniphan	1800 W. Paisano Dr.	NW	8	\$	9.22	2	Sa,Su
Dunn	1501 N. El Paso St.	NW	1	\$	4.09	2	Sa,Su
E. L. Williams	752 Lafayette Dr.	MV	6	\$	9.00	2	Sa,Su
El Barrio	3001 Findley Ave.	C	4	\$	0.46	2	Sa,Su
Estrella-Rivera	3200 Rivera Ave.	C	4	\$	4.30	2	Sa,Su
Frank T. "Francis" Hourigan	2085 Shreya St.	MV	9	\$	18.00	2	Sa,Su
Franklin Hills #1	1100 Franklin Hills Dr	NW	4	\$	34.67	2	Sa,Su
Grace Chope	535 W. Missouri Ave.	NE	2	\$	3.24	2	Sa,Su
Green Lilac	1016 Green Lilac Cir.	MV	1	\$	5.55	2	Sa,Su
Hawkins Elementary	5816 Stephenson Ave.	C	9	\$	5.00	2	Sa,Su
Hueco Estates 1	12870 Hueco Sands Ct.	C	1	\$	1.00	2	Sa,Su

Hueco Estates 2	12910 Hueco Sands Ct.	C	3	\$	1.00	2	Sa,Su
Hueco Mountain	11824 Vitex Cir.	C	3	\$	1.00	2	Sa,Su
Indian Heights	3209 White Bird Dr.	C	3	\$	0.69	2	Sa,Su
Indian Ridge 9	3440 Pendleton	C	1	\$	6.93	2	Sa,Su
Indian Ridge 10	3332 Pendleton	C	2	\$	13.87	2	Sa,Su
Little River	5893 Sixta Dr.	NW	6	\$	6.38	2	Sa,Su
Loma Linda	11600 Bell Tower Dr.	C	3	\$	13.87	2	Sa,Su
Lomas Del Sol #4	6600 Parque del Sol Dr.	NW	2	\$	9.00	2	Sa,Su
MacArthur	738 Gerald	C	4	\$	13.87	2	Sa,Su
McCarthy	1170 John Phelan Dr.	MV	5	\$	15.60	2	Sa,Su
Mesa Terrace	1221 Selden Dr.	C	4	\$	11.30	2	Sa,Su
Mesquite Hills Pedestrian ROW LT	along Mesquite Hills Drive	NE	1	\$	5.00	2	Sa,Su
Mesquite Hills Unit 1	11905 Auburn Sand	NE	4	\$	10.00	2	Sa,Su
Mesquite Hills Unit 2	11737 Mesquite Bush Dr.	NE	4	\$	10.00	2	Sa,Su
Mesquite Trails 1 LT	Mew Gull	MV	1	\$	19.00	2	Sa,Su
Mesquite Trails Off Site	12547 Cevallia Ave.	MV	1	\$	19.00	2	Sa,Su
Milagro	5310 Annette Ave	NE	5	\$	19.28	2	Sa,Su
Montalvo	6500 Tiger Eye Dr.	NE	4	\$	27.34	2	Sa,Su
Montwood Heights	12598 Flora Alba	MV	2	\$	11.56	2	Sa,Su
Mountain View	8400 Diana Dr.	NE	9	\$	13.75	2	Sa,Su

Mundy	500 Porfirio Diaz St.	NW	6	\$	3.70	2	Sa,Su
Nolan Richardson	4435 Maxwell	NE	4	\$	20.35	2	Sa,Su
Normandy	6300 Normandy Dr.	C	2	\$	0.69	2	Sa,Su
Ojo de Agua Tr LT	670 Villa Descanso	NW	1	\$	10.00	2	Sa,Su
Pacific	3905 Hidden Way	NW	5	\$	13.87	2	Sa,Su
Palm Grove	10001 Sumatra St.	C	2	\$	12.92	2	Sa,Su
Palo Verde	6260 Dew Dr.	NW	5	\$	11.90	2	Sa,Su
Park Hills	1001 Calle Parque	NW	5	\$	7.97	2	Sa,Su
Pecan Grove 1	9130 Sweet Acacia Ln.	MV	5	\$	3.12	2	Sa,Su
Pecan Grove 2	9100 Betel	MV	4	\$	4.51	2	Sa,Su
Pera-Luna	3300 Pera Ave.	C	2	\$	1.48	2	Sa,Su
Pollard	4500 Pollard	NE	4	\$	10.00	2	Sa,Su
River Park West Unit 1	713 Dakota River	NW	3	\$	7.07	2	Sa,Su
Roger Brown Ballfield	1200 Alabama	C	5	\$	5.46	2	Sa,Su
Serenity Garden	489 Charles St.	NE	2	\$	9.00	2	Sa,Su
Seville Rce Ctr		C		\$	2.31	2	Sa,Su
Snow Heights	311 Fountain	NW	2	\$	12.13	2	Sa,Su
South Dakota	6811 South Dakota	NW	2	\$	25.17	2	Sa,Su
South El Paso Sr Ctr			C	\$	6.93	2	Sa,Su
Stanton Heights	11520 Edward James	C	2	\$	13.87	2	Sa,Su

Student Memorial	9425 Vicksburg Dr.	NE	3	\$	15.88	2	Sa,Su
Suffolk	3225 Suffolk Rd.	C	3	\$	6.93	2	Sa,Su
Summerlin	6951 Firebush Dr.	NE	3	\$	10.00	2	Sa,Su
Summit-Filmore	4501 Raynor St.	NE	1	\$	9.99	2	Sa,Su
Sunrise	3800 Sunrise Ave.	NE	8	\$	21.04	2	Sa,Su
Sunset Heights	631 Stewart Ct.	NW	4	\$	10.18	2	Sa,Su
Sunset Terrace #1 LT		NW	3	\$	15.00	2	Sa,Su
Sunset View	6072 Palmdale	NW	2	\$	10.54	2	Sa,Su
Thorn	5260 Mace St.	NW	4	\$	6.11	2	Sa,Su
Tierra Del Este #18	12333 Tierra Volcan Ave.	C	2	\$	7.15	2	Sa,Su
Tierra Del Este #30	3829 Rich Beem	C	1	\$	4.95	2	Sa,Su
Tierra Del Este #44	14025 Tierra Creel	MV	2	\$	10.00	2	Sa,Su
Tierra Del Este #49	14401 Smokey Point Dr.	MV	4	\$	7.15	2	Sa,Su
Tierra Del Este #50A	3236 Perla Point	MV	3	\$	8.00	2	Sa,Su
Tierra Del Este #50B	14169 Patriot Point	MV	2	\$	7.15	2	Sa,Su
Tierra Del Este #52	3001 Rich Beem	MV	4	\$	21.00	2	Sa,Su
Tierra Del Este #56	13954 Vaquero Rock Dr.	MV	4	\$	5.00	2	Sa,Su
Tierra Del Este #61	14241 Strata Rock Dr.	MV	3	\$	7.50	2	Sa,Su
Tom Lea Lower	1203 Schuster Ave	NW	12	\$	21.13	2	Sa,Su
Tula Irraboli	601 S. Park St.	NE	4	\$	5.44	2	Sa,Su

Tyrone	3301 Tyrone Rd.	C	1	\$	8.32	2	Sa,Su
Van Buren Dam	Harrison at Alabama	NE	12	\$	20.00	2	Sa,Su
Ventanas #1	3183 Blue Dirt Cir.	MV	2	\$	9.00	2	Sa,Su
Wellington Chew	4430 Maxwell Ave.	NE	2	\$	8.39	2	Sa,Su
West Green	Saplinas Rd.	NW	4	\$	31.20	2	Sa,Su
Ysleta Pedstrian crossing				\$	3.68	2	Sa,Su
Capistrano	8700 Padilla Dr	MV	3	\$	24.96	3	Sa-M
Dick Shinaut	11701 Rufus Brijalba	C	14	\$	20.11	3	Sa-M
Edgemere Median	6700, 6769, 7310, 7707, 8007 & 8118 Edgemere	C	10	\$	27.74	3	Sa-M
Northeast Regional	11270 McCombs	NE	10	\$	95.10	3	Sa-M
Sal Berroteran	2171 Sun Country Dr.	MV	13	\$	16.41	3	Sa-M
Thomas Manor	7901 Knights Dr.	MV	8	\$	19.79	3	Sa-M
Yucca	7975 Williamette Ave.	MV	23	\$	26.92	3	Sa-M
aa Roger Brown Ballfield	Alabama	C	5	\$	6.00	3	Sa-M
aaa Hawkins Elementary	Glenwood	C	9	\$	3.00	3	Sa-M
Arlington	10350 Pasadena Cir.	NE	6	\$	54.36	3	Sa-M
Borderland	6327 Modesta	NW	13	\$	1.76	3	Sa-M
Chester Jordan	3500 Nolan Richardson	C	4	\$	13.87	3	Sa-M
Chihuahuita	400 Charles Rd	NE	2	\$	7.97	3	Sa-M
Chuck Heinrich	11055 Loma Del Norte Dr	NE	2	\$	120.65	3	Sa-M

Cielo Vista	9030 Cosmos Ave	C	14	\$	15.25	3	Sa-M
Cimarron Unit 1	7449 Northern Pass Dr	NW	9	\$	18.00	3	Sa-M
Cimarron Unit 4	6935 Cactus Thrush Dr.		4	\$	10.00	3	Sa-M
Colonia Verde	5452 Ketchikan	NE	6	\$	14.28	3	Sa-M
Crestmont	515 Chermonr Dr	NW	11	\$	9.71	3	Sa-M
De Vargas		C		\$	4.81	3	Sa-M
Francisco Delgado	7020 Imperial Ridge Dr.	NW	8	\$	6.24	3	Sa-M
Franklin	6050 Quail Ave	NE	4	\$	23.11	3	Sa-M
H.T. Ponsford	6201 Marcena st.	NW	5	\$	14.34	3	Sa-M
Hidden Valley	200 Coconut Tree Ln.	MV	6	\$	13.87	3	Sa-M
Houston	900 Montana	NW	5	\$	3.47	3	Sa-M
Irwin J. Lambka	6600 Cloudview	NW	10	\$	18.31	3	Sa-M
Lancaster	701 Brandywine Rd.	MV	26	\$	12.99	3	Sa-M
Logan	5500 Byron St	NE	4	\$	19.28	3	Sa-M
Logan Reserve	Part of the Park	NE				3	
Loretto-Lincoln	4500 E. Yandell Dr.	C	2	\$	5.88	3	Sa-M
Louisiana Dam(s)	Sacramento to Nashville on Louisiana	NE	1	\$	5.00	3	Sa-M
Madeline	900 E Baltimore Dr.	NW	13	\$	10.52	3	Sa-M
Marian Manor	8343 Clifford Ct.	MV	16	\$	12.62	3	Sa-M
Marwood	4325 River Bend Dr.	NW	6	\$	17.34	3	Sa-M

Mary Webb	3401 E Missouri Ave.	C	4	\$	4.74	3	Sa-M
Memorial Reserve	3100 Copper	NE	2	\$	7.00	3	Sa-M
Mesa Drain LT		MV	3	\$	7.00	3	Sa-M
Mission Hills	3800 O'Keefe Dr.	NW	18	\$	14.98	3	Sa-M
Modesto Gomez		C	12	\$	44.64	3	Sa-M
Montoya Heights	340 Coates	NW	15	\$	5.65	3	Sa-M
Newman	2212 Alabama St	NE	8	\$	13.63	3	Sa-M
Paseo De Los Heroes	601 E. Eighth St.	NE	8	\$	2.77	3	Sa-M
Paseo Del Sol	12599 Paseo Grande	MV	6	\$	16.48	3	Sa-M
Paul Harvey	6220 Belton Rd	NW	17	\$	23.82	3	Sa-M
Pebble Hills	3200 Fierro Dr.	C	12	\$	24.74	3	Sa-M
Pico Norte	10655 Pico Norte Rd.	C	8	\$	16.69	3	Sa-M
Pueblo Viejo	Roseway to Presa Pl.	MV	65	\$	35.69	3	Sa-M
Ranchos Del Sol	1100 Ted Houghton Dr.	MV	10	\$	20.00	3	Sa-M
Redstone Village	5910 Restone Rim Dr.	NE	2			3	Sa-M
Rim Road	Kansas to Brown	NW	2	\$	9.00	3	Sa-M
Riverside	7600 Alameda Ave.	MV	1	\$	9.94	3	Sa-M
Scenic Drive	Rim Road to Wheeling	NW	14	\$	8.85	3	Sa-M
Stiles	7325 Stiles Dr.	MV	1	\$	9.71	3	Sa-M
Todd Ware	4600 Stahala Dr.	NE	10	\$	19.94	3	Sa-M

Travis White	1700 Wedgewood Dr.	C	15	\$	39.50	3	Sa-M
Valley Creek	651 Gomez Rd	NW	12	\$	70.50	3	Sa-M
Walter Clarke	1519 Bob Hope Dr.	MV	3	\$	22.88	3	Sa-M
White Spur	4800 Love Rd.	NW	13	\$	6.55	3	Sa-M
Blackie Chesher	9143 Escobar Dr / 1100 N Zaragoza	MV	70	\$	106.47	4	F-M
Boys Club	811 S Florence St	NE	6	\$	3.07	4	F-M
Carlos Bombach	12420 Nina Pearl	MV	8	\$	17.15	4	F-M
Carolina	563 N Carolina Dr	MV	14	\$	17.09	4	F-M
Delta	4321 Delta	C		\$	17.14	4	F-M
Eastwood	3110 Parkwood St.	C	36	\$	65.24	4	F-M
Galatzan	650 Wallenberg Dr.	NW	16	\$	29.68	4	F-M
Grandview	3100 Jefferson Ave.	NE	5	\$	83.20	4	F-M
Hawkins	1500 Hawkins	C	4	\$	9.25	4	F-M
J. P. Shawver	8100 Independence	MV	20	\$	66.34	4	F-M
Lincoln	4001 Durazno Ave.	C	6	\$	31.90	4	F-M
Lionel Forti	7735 Phoenix Ave.	MV	6	\$	32.45	4	F-M
Lomaland	715 Lomita Dr.	MV	14	\$	15.12	4	F-M
Marty Robbins	11600 Vista Del Sol Dr.	MV	35	\$	42.99	4	F-M
Memorial	1701 Copia St.	NE	10	\$	59.63	4	F-M
Murchison	1600 Scenic Dr.	NW	5	\$	0.28	4	F-M

Nations Tobin	8831 Railroad Dr.	NE	10	\$	43.47	4	F-M
Pavo Real	9301 Alameda Ave.	MV	25	\$	23.72	4	F-M
Ponder	7500 Burgess Dr.	C	15	\$	38.02	4	F-M
Reese McCord	1900 Trawood Dr.	C	21	\$	28.34	4	F-M
Salvador Rivas, Jr.	12515 Tierra Norte Dr.	MV	25	\$	28.39	4	F-M
San Juan Placita	700 N. Glenwood Pl.	C	4	\$	1.00	4	F-M
Sue Young	9730 Diana	NE	15	\$	42.29	4	F-M
Tierra Del Este #27	12701 Pebble Hills	MV	6	\$	9.25	4	F-M
Tom Lea Upper	900 Rim Road	NW	2	\$	8.87	4	F-M
Veterans	5301 Salem Dr.	NE	18	\$	73.81	4	F-M
Vista Del Valle	1288 Hawkins Blvd.	C	8	\$	36.42	4	F-M
Washington	200 Washington St.	C	6	\$	98.01	4	F-M
Westside Community	7400 High Ridge	NW	30	\$	17.61	4	F-M
Westside Sports Complex	Isela Rubalcava	NW	54	\$	45.00	4	F-M
Ysleta	9068 Socorro Rd.	MV	9	\$	4.99	4	F-M
aaa Alta Vista Baseball Field	3501 Morenci Rd.	C	3	\$	8.19	5	Th-M
aaa Chelsea Pool	Chelsea	C	5	\$	9.25	5	Th-M
aaa Grandview Pool	Jefferson	C	5	\$	9.25	5	Th-M
aaa Hacienda Pool	Giles	MV	5	\$	9.25	5	Th-M
aaa Nations Tobin Pool	Railroad	C	6	\$	9.25	5	Th-M

Armijo	710 E. Seventh Ave.	NE	5	\$	7.86	7	F-M
Calendar	401 E. San Antonio Ave	NE	2	\$	0.26	7	F-M
Cleveland Square	510 North Santa Fe	NE	10	\$	1.68	7	F-M
Fire Fighters Memorial	316 W. Overland	NE	7	\$	0.23	7	F-M
Lions Plazita	910 S. Santa Fe St.	NE		\$	1.63	7	F-M
Pioneer Plaza	Mills and El Paso St.	NE	3	\$	1.22	7	F-M
San Jacinto Plaza	111 Mills St.	NE	21	\$	1.76	7	F-M
Union Plaza	117 Anthony	NE	2	\$	0.81	7	F-M

(END OF EXHIBIT A)

EXHIBIT B

SCOPE OF SERVICES CITY OF EL PASO'S ENVIRONMENTAL SERVICES DEPARTMENT ALLEY CLEAN-UP

DESCRIPTION OF LITTER CONTROL SERVICES - ALLEYS

Contractor shall be responsible for providing litter control services in the areas defined below, and as specified by the Director of Environmental Services ("Director") or designee. Contractor shall clean up alleys (estimated 124 miles) four (4) times per year; and, at the Department's specific direction, lots and rear parkways of double frontage lots, removing litter, trash, and debris. The Director may specify additional areas for maintenance, from time to time.

Trash bags, if necessary, are to be provided by the Contractor. The minimum specification criteria for the trash bags are as follows: size 38 x 60; thickness 17 microns. All litter, trash, and debris will be disposed of at one of the following dumpsites: 121 Atlantic (NW); 4501 Hondo Pass (NE); 9730 Diana Dr. (Sue Young); 1059 Lafayette (MSC); Viscount detention pond; 12512 Tierra Norte Dr. (Sal Rivas); or the City Parks warehouse facility at 4300 Delta.

The Director or designee and Contractor shall agree on an appropriate daily schedule for the services provided herein. Failing to reach an agreement, the Director's determination shall control. Such schedule may be revised periodically by the Director or designee as needed because of climate conditions, ground conditions, or other conditions.

Contractor shall provide the Department a daily log or status update of all cleanups.

Contractor shall observe all holidays observed by City staff.

Contractor will not report for work if it is raining or snowing at 7 A.M. and the EPISD has cancelled classes for the day.

Contractor shall promptly notify the Director or designee of any damage or vandalized City equipment or materials that Contractor discovers at the work locations. Contractor shall additionally reimburse City for any property damage caused by anyone under their employ.

Contractor shall train its employees or subcontractors in safety procedures and all crews shall have a Contractor's staff supervisor with them. Contractor shall provide first aid kits and fire extinguishers for all crew vehicles. Crews shall use safety vests and traffic cones when working on or near streets.

All work shall be done in a good and workmanlike manner. The Director or designee shall notify Contractor's officials if work does not comply with such standards. Any disagreements concerning performance shall be resolved by the Director. Failure to meet the 124 miles per quarter may result in withholding of or reduction to payment.

(LIST OF SERVICE AREAS AND ITEMS BEGINS ON THE FOLLOWING PAGE)

SERVICE AREAS AND ITEMS

PAVED ALLEYS: Remove and dispose of litter, such as, but not limited to, trash, garbage, scrap metals, paper, wood, plastic, glass products, animal remains, rubber products, tires, tire fragments, auto parts, furniture, mattresses, household appliances, dirt piles, construction materials, yard waste, branches, clippings and large bulky items. Remove vegetation, including but not limited to bushes, small trees, grass, weeds and vines growing within the alley.

LOTS: At the department's specific request, remove and dispose of litter as explained herein. Remove tall vegetation, including but not limited to grasses and weeds twelve inches in height or taller.

UNPAVED ALLEYS: Remove and dispose of litter, as defined herein. Remove vegetation, including but not limited to bushes, small trees, grass, weeds and vines growing within the alley.

PARKWAYS AT REAR OF DOUBLE FRONTAGE LOTS: At the Department's specific request, remove and dispose of litter, as defined herein. Remove unwanted vegetation.

BLOCKED ALLEYS: All blocked alleys must be reported to the El Paso Police Department.

HOUSEHOLD HAZARDOUS WASTE: All household hazardous waste, regardless of quantities, must be reported to the Department for proper identification and disposal.

HAZARDOUS WASTE: All hazardous waste, regardless of quantities, must be reported to the Department for proper identification and disposal.

DEAD ANIMALS: Dead animals and animal decomposing carcasses shall be reported to Department for proper disposal. Dried up animal bones shall be considered trash.

BULKY AND HEAVY ITEMS: Bulky or heavy items such as, but not limited to, vehicle engines, tree stumps weighing more than 150 LBS shall be reported to the Department for proper disposal.

ALLEY LOCATIONS

Alabama	Copper	Grant	Lincoln	Overland	Sheppard
Alicia	Cotton	Gregory	Locust	Oxford	Silver
Altura	Crescent	Hadlock	Los Angeles	Paisano	Souda
Ange	Cumberland	Hague	Louisiana	Park	St. Johns
Ankerson	Cypress	Hamilton	Louisville	Patterson	St. Vrain
Arabian Nights	Dailey	Hammett	Macias	Pennsylvania	Stan Roberts
Arce	De Vargas	Happer	Magdalena	Pera	Stanton
Arizona	Delta	Hardaway	Magoffin	Pershing	Stephenson
Atlanta	Detriot	Hardesty	Main	Piedras	Stevens
Aurora	Dolan	Harrison	Malaga	Pierce	Stewart
Baltimore	Doniphan	Hasan	Manchester	Pine	Stockwell
Banner	Douglas	Hastings	Manilla	Pittsburg	Sun Bowl
Bassett	Durazno	Hawthorne	Marr	Polk	Taj Mahal
Bay	Dyer	Hayes	McCombs	Porfirio Diaz	Tamburo
Beacon	Edgar park	Herbert	McConnell	Porter	Tampa
Bisbee	El Paso	Hills	McKelligon	Portland	Tangier
Blacker	Elm	Hixson	McKinley	Post	Taylor
Blanchard	Esteban	Howze	Memphis	Prospect	Tays
Blanco	Estrella	Huckleberry	Merida	Quitman	Terrace
Bliss	Evalyn	Hueco	Mesa	Radford	Tetons
Boone	Federal	Idalia	Mesita	Rampart	Texas
Broadus	Fewel	Ivey	Mills	Randolph	Thomason
Bronze	Fillmore	Jackson	Miramonte	Raynolds	Tobin
Burnham	Findley	Jefferson	Missouri	Raynor	Tompkins
Cadiz	Flamingo	Johnson	Mobile	Richmond	Travis
California	Florence	Justus	Monroe	Rim	Tremont
Cambridge	Flory	Kansas	Montana	Rio Grande	Trowbridge
Campbell	Fort	Kapilowitz	Morehead	River	Truman
Canal	Fort Blvd	Keltner	Morenci	Robert	Tularosa
Caples	Frankfort	Kemp	Mountain	Robinson	Tyler
Caryle	Franklin	Kenneth	Mundy	Rogelio	Upton
Cebada	Fred Wilson	Kern	Murchison	Rosa	Uva
Chadbourne	Fredrick	Kyle	Myrtle	Sacramento	Val Verde
Chester	French	La Cruz	Nashville	Sahara	Van Buren
Chesterfield	Frontera	La Luz	Nations	Saluki	Venice
Chico	Frutas	Lackland	Nevada	Sambrano	Virginia
Chihuahua	Galloway	Lamar	Nino Aguilera	San Antonio	Wheeling
Cincinnati	Gateway East	Laredo	Noble	San Diego	Wickham
Cleveland	Gateway South	Latta	Norton	San Jose	Williamette
Cliff	Gateway/Missouri	Laurel	Ochoa	San Marcial	Wilson

Clifton	George Orr	Lawson	Octavia	Santa Fe	Winter
Coffin	Gold	Lawton	Okeefe	Savannah	Wyoming
Colfax	Golden Hill Terrace	Leavell	Oklahoma	Selden	Yandell
Conception	Graham	Lebanon	Olive	Seville	Ybarra
Copia	Grandview	Leeds	Oregon	Shelter	

(END OF EXHIBIT B)

EXHIBIT C
SCOPE OF SERVICES
DESCRIPTION OF AIRPORT GROUNDS MAINTENANCE SERVICES

Contractor shall be responsible for providing grounds maintenance services in the areas defined below, and as specified by the Director of Aviation (“Director”) or designee. Contractor shall remove litter, trash, and debris, as well as empty trashcans located in the areas noted below. All litter, trash, and debris will be disposed of at the maintenance facility located on Boeing Street, or as designated by the Director. The Director may specify additional areas for maintenance, from time to time.

1. SHORT TERM PARKING LOT

Interior - All grounds designated for parking, landscaped areas, entry/exit areas, and terminal entrance walkways.

Exterior - Landscaped areas around rock wall, entry/exit areas, driveways, and sidewalks.

2. LONG TERM PARKING LOT (SOUTH)

Interior - All parking lot grounds, medians, all entry/exit areas, shuttle stops and trash receptacles.

Exterior - All landscape areas around parking lot, entry driveways and sidewalks.

3. LONG TERM PARKING LOT (NORTH)

Interior - All parking lot grounds, medians, all entry/exit areas, shuttle stops and trash receptacles.

Exterior - All landscaping areas around parking lot, entry driveways and sidewalks.

4. EMPLOYEE PARKING LOTS (EAST & WEST)

Interior - Parking lot grounds areas, median areas, trash receptacles, entry/exit ways.

Exterior - Landscape areas around parking lot wall, sidewalks, and driveway.

5. RENTAL CAR READY LOT

All parking lot grounds, trashcans, entry/exit areas, and sidewalks.

6. CARGO AREA

From rental car ready parking lot, Convair Rd. west of western end of terminal to Airway Blvd. From center of street to front of buildings ending at Airway Blvd. All parking lot grounds, landscaped areas outside and inside rock wall between streets and building locations, entry/exit ways, and sidewalks.

7. AIRWAY BLVD

All medians, triangles, landscaped and grass areas from median start point, just north of Boeing Dr., west to Airport Rd. Landscaped areas will include areas from Shelter Valet

Parking area south of Airway Blvd., at the intersection of Airway Blvd. and Airport Rd., north to Leigh Fisher Blvd. All medians and triangles located on Terminal Dr. are to be serviced during Blvd. servicing.

8. TOWER AREA

Cul-de-sac area located east of airport tower and outside of the southern airport perimeter fence line at north end of Hawkins Blvd.

9. TAXICAB STANDS

Designated taxi cab stand area in front of Airport Terminal building.

10. HAWKINS BLVD. VACANT LOT

Area north of Montana Ave. east of Hawkins Blvd. and east of the FAA Air Traffic Control Tower east to the Border Patrol fence line.

11. AIRPORT ROAD

From intersection of Airport Rd. and Airway Blvd., north on Airport Rd., east side of Airport Rd. to Leigh Fisher Blvd.

12. LEIGH FISHER BLVD.

From the intersection of Airport Rd. and Leigh Fisher Blvd., east to northern curve of Leigh Fisher Blvd. All landscaped medians and roadsides, including airport property and fence lines, following last business location to road curve.

13. BUTTERFIELD TRAIL BLVD.

From intersection of Airport Rd. All medians, roadsides (including gutters), and fence lines starting at Leigh Fisher Blvd. heading east.

14. FOUNDERS BLVD.

From intersection of Airport Rd. and Founders Blvd. to Walter Jones Blvd, east to Global Reach Dr. All medians, roadsides (including Gutters) and fence lines starting at Leigh Fisher Blvd. heading east.

15. BOEING DRIVE (NORTH SIDE OF STREET)

From intersection of Boeing Dr. and Hawkins Blvd., west on Boeing Dr., airport locations, and grass, landscaped areas, parking lots, and sidewalks, west to American Dr. Vacant lots on southern side of Boeing Dr., between Hawkins Blvd. and Airport Rd., Lockheed Dr. and Boeing Dr. Vacant lot on southern side of Boeing Dr., east of business located at intersection of Boeing Dr. and Airport Rd.

16. LOCKHEED DRIVE

Area on southern side of vacant lots located between Hawkins St. and Sikorsky St.

17. GLOBAL REACH DR. (WALTER JONES BLVD. TO MONTANA AVE.)

Cleanup of litter, trash, and debris will include both sides of road as well as medians. Cleanup will extend to both fence lines for entire road.

All fence line junctures (traps) will be cleaned and all trash and debris removed.

Locations at beginning of extended road, end of Walter Jones Blvd., have areas on both sides of road. These locations will be litter picked and trash/debris removed.

Global Reach Dr. from Montana Ave., northward to end intersection perpendicular to road traveling from Walter Jones/east end to Cargo facilities, 2.1 miles – both sides of road as well as median. Litter pick up, trash, and debris removal as stated above.

18. GEORGE PERRY BLVD.

The cargo facility will be litter picked and debris removed on southern side of the building and all bay locations. The access road in front of the building will be cleaned.

All three (3) parking lots and parking ends will be litter picked from fence line on the western end to fence line on eastern end. All internal rock landscapes will be litter picked at all parking lot locations. All desert landscaped centered areas will be cleaned around its outer edge, up to twenty (20) feet from parking lot edge.

19. GENERAL REQUIREMENTS - ALL AREAS

All trash, litter, and debris will be disposed at the Airport supplied disposal containers on Airport property.

This grounds maintenance service will be performed fifty-two (52) weeks per year. Service locations are as Airport designated personnel request.

(SCHEDULE OF SERVICES BEGINS ON THE FOLLOWING PAGE)

SCHEDULE OF SERVICES

Grounds maintenance services for the Airport are required of Contractor at the locations listed in the Scope of Services (Exhibit C), and shall be performed on the following days:

1	SHORT TERM PARKING LOT	Monday through Friday
2 & 3	LONG TERM PARKING LOTS (NORTH & SOUTH)	Monday, Wednesday & Friday
4	EMPLOYEE PARKING LOTS (EAST & WEST)	Monday, Wednesday & Friday
5	RENTAL CAR READY LOT	Monday and Friday
6	CARGO AREA	Monday, Wednesday & Friday
7	AIRWAY BLVD.	Monday & Friday
8	TOWER AREA	Monday & Friday
9	TAXICAB STANDS	Monday through Friday
10	HAWKINS BLVD. VACANT LOT	Monday, Wednesday & Friday
11	AIRPORT ROAD	Tuesday & Thursday
12	LEIGH FISHER BLVD.	Tuesday & Thursday
13	BUTTERFIELD TRAIL BLVD.	Tuesday & Thursday
14	FOUNDERS BLVD.	Tuesday & Thursday
15	BOEING DRIVE (NORTHRHSIDE OF STREET)	Tuesday & Thursday
16	LOCKHEED DR.	Tuesday & Thursday
17	GLOBAL REACH BLVD. (WALTER JONES BLVD TO MONTANA AVE.)	Tuesday & Thursday
18	GEORGE PERRY BLVD.	Tuesday and Thursday

WAIVER OF RIGHTS AND TERMINATION OF PRIOR CONTRACT

TIBH and Xceed waive any rights to notice of termination by the City for any overlapping contract for grounds maintenance services, including but not limited to the State Use Contract for Grounds Maintenance Services made July 29, 2008, entered into by and between the parties to this Contract, and any amendment thereto (the "prior contract"). Additionally, the prior contract shall terminate on April 14, 2012, and will be succeeded by this Citywide Litter Control Contract. Upon such termination of the prior contract, Contractor shall provide one final invoice for all services completed up to the date of termination. The City shall compensate the Contractor in accordance with the terms of the prior contract.

(END OF EXHIBIT C)

EXHIBIT D
Contract Pricing

Annual Contract Pricing by department	Year	Price/Month	Annual Price
El Paso International Airport	Year 1	\$ 8,260.85	\$ 99,130.20
	Year 2	\$ 8,508.67	\$ 102,104.04
	Year 3	\$ 8,763.93	\$ 105,167.16
General Services	Year 1	\$ 49,124.88	\$ 589,498.56
	Year 2	\$ 50,598.63	\$ 607,183.56
	Year 3	\$ 52,116.58	\$ 625,398.96
Environmental Services	Year 1	\$15,570.15	\$ 186,841.80
	Year 2	\$ 16, 037.25	\$ 192,447.00
	Year 3	\$ 16,518.36	\$ 198,220.32

Non-Scheduled Work by department	Year	Unit	Price/Unit
Litter Control			
General Services- City Parks (crew consists of 3 clients + 1 supervisor)	Year 1	Hour	\$ 70.00/hr/crew
	Year 2	Hour	\$ 72.10/hr/crew
	Year 3	Hour	\$ 74.26/hr/crew
Litter Control			
Environmental Services - Alleys (crew consists of 5 clients + 1 supervisor)	Year 1	Hour	\$ 102.82/hr/crew
	Year 2	Hour	\$ 105.91/hr/crew
	Year 3	Hour	\$ 109.08/hr/crew