

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

**DEPARTMENT:** Parks and Recreation  
**AGENDA DATE:** April 5, 2016  
**CONTACT PERSON/PHONE:** Tracy A. Novak, Parks and Recreation Director, 212-1708  
**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:**

Goal 3 – Promote the Visual Image of El Paso

**SUBJECT:**

That the City Manager be authorized to sign a City Parks and Facilities 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 Parks and Recreation Department. This is a service requirement contract at a currently estimated cost to the City of \$2,177,062.56 for the three-year term of the contract.

**BACKGROUND / DISCUSSION:**

The agreement between the City of El Paso and TIBH d/b/a Xceed Resources is to enable litter pick-up, cleaning and maintenance services for City parks. The City previously contracted and has a current contract 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 City as a whole. Local business is being supported.

First year impact to budget reflects an increase of 11% or \$70,202.98; second year increase is 3% or \$21,201.03; and third year increase is 2% or \$14,558.04.

**SELECTION SUMMARY:**

N/A

**PRIOR COUNCIL ACTION:**

Yes, City Council approved a similar contract on March 12, 2012.

**AMOUNT AND SOURCE OF FUNDING:**

Estimated Annual Amount: \$706,700.82  
451-51295-2305-522210-P5120  
Funding Source: Environmental Fee – Grounds keeping/Horticultural Contracts

**BOARD / COMMISSION ACTION:**

N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:** \_\_\_\_\_

## RESOLUTION

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

That the City Manager be authorized to sign a City Parks and Facilities 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 Parks and Recreation Department. This is a service requirement contract at a currently estimated cost to the City of \$2,177,062.56 for the three-year term of the contract.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF EL PASO:

\_\_\_\_\_  
Oscar Lesser  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

*for* \_\_\_\_\_  
Lauren Ferris  
Assistant City Attorney

\_\_\_\_\_  
*T. Novak*  
Tracy A Novak, Director  
Parks & Recreation Department

## CITY PARKS LITTER CONTROL CONTRACT

This City Parks Litter Control Contract is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, 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 Parks and Recreation Department ("**PARD**").

### 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 Parks and Recreation Department; and

**WHEREAS**, TIBH is a private non-profit corporation responsible for coordinating programs and employment opportunities for the visually impaired and individuals with disabilities; 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 **“Director”** means the director of the Department.

1.2 **“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.

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

1.4 **“Rubbish”** and **“Refuse”** mean non-putrescible 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).

1.5 **“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 exhibit, attached hereto and incorporated herein for all purposes:

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

3. **Term.** This Contract is for a term of thirty-six (36) months. This Contract shall become effective on **April 15, 2016**, and shall terminate on **April 14, 2019**.

**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 \$2,177,062.56 for the period from April 15, 2016 through April 14, 2019 : \$706,700.82 for year 1; \$727,901.85 for year 2; and \$742,459.89 for year 3), to be paid in monthly payments, as set forth in more detail in **Exhibit B** (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 B** (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 \$742,459.89 will continue, as will the Year 3 non-scheduled work fees (per hour/crew).

Should the locations shown in Exhibit A, 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 Parks and Recreation 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 two million dollar (\$2,000,000.00) general aggregate limit. Contractor shall carry Workers' Compensation coverage as required by law, together with employer liability coverage

with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence. Additionally, Contractor shall carry comprehensive automobile liability insurance covering owned, leased, hired and non-owned vehicles with at least One Million Dollars (\$1,000,000.00) combined single 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  
301 Campbell  
El Paso, Texas 79901

with copy to: City of El Paso  
ATTN: Director  
Parks and Recreation Department  
801 Texas, Second Floor  
El Paso, Texas 79901

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.** Contractor 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. Contractor 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)*

**CITY PARKS LITTER CONTROL CONTRACT**

***SIGNATURE PAGE***

IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF EL PASO**

\_\_\_\_\_  
Tomás González  
City Manager

**APPROVED AS TO FORM:**

*for* \_\_\_\_\_  
Lauren Ferris  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
*T. Novak*  
Mr. Tracy A. Novak, Director  
Parks and Recreation Department

**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 PARKS AND RECREATION 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.

Contractor agrees to perform the regular service schedule on Memorial Day and Labor Day of each year.

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 Director'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)

Park	Address	Days of wk	# of Days per wk
Yucca (does include the Crime Victim's Memorial)	7975 Williamette Ave.	Sa-M	3
Ysleta Pedestrian	Alameda at Candelaria	Sa,Su	2
Ysleta	9068 Socorro Rd.	F-M	4
Wilderness Museum	4301 Transmountain Road	Sa	1
Whitespur	4800 Love Rd.	Sa-M	3
Westside Sports	201 Isela Rubalcava	F-M	4
West Texas Estates	12746 Valentine	Sa,Su	2
West Green	West Valley Circle and Saplinas Rd.	Sa,Su	2
Wellington Chew	4430 Maxwell Ave.	Sa,Su	2
Washington	200 Washington St.	F-M	4
Walter Clarke	1519 Bob Hope Dr.	Sa-M	3
W.S. Community	7400 High Ridge	F-M	4
Vista Del Valle	1288 Hawkins Blvd.	F-M	4
Veteran's	5301 Salem Dr.	F-M	4
Ventanas 4	Spring Willow and Lost Willow	Sa-M	3
Ventanas 3	3210 Spring Willow	Sa-M	3
Ventanas 2	3184 Rustic Hidden Dr.	Sa-M	3
Ventanas 1	3183 Blue Dirt Cir.	Sa,Su	2
Van Buren Dam/Louisiana	Harrison at Alabama	Sa,Su	2
Valley Creek	651 Gomez Rd.	Sa-M	3
Union Plaza	117 Anthony	M-SU	7
Tyrone	3301 Tyrone Rd.	Sa,Su	2
Tula Irrobali	601 S. Park St.	Sa,Su	2
Tres Suenos 4	12961 Enrique Gomez Dr.	Sa-M	2
Travis White	1700 Wedgewood Dr.	Sa-M	3

Tom Lea Upper	900 Rim Road	F-M	4
Tom Lea Lower	1203 Schuster Ave.	Sa,Su	2
Toddware	4600 Stahala Dr.	Sa-M	3
Tierra Del Este #61	14241 Strata Rock Dr.	Sa,Su	2
Tierra Del Este #60	14337 Arabian Point Ave.	Sa,Su	2
Tierra Del Este #58	3117 Coyote Park Dr.	Sa-M	3
Tierra Del Este #56	13954 Vaquero Rock Dr.	Sa,Su	2
Tierra Del Este #52	3001 Rich Beem	Sa,Su	2
Tierra Del Este #50B	14169 Patriot Point	Sa,Su	2
Tierra Del Este #50A	3236 Perla Point	Sa,Su	2
Tierra Del Este #49	14401 Smokey Point Dr.	Sa,Su	2
Tierra Del Este #44 (Cielo Dorado)	14025 Tierra Creel	Sa,Su	2
Tierra Del Este #30	3829 Rich Beem	Sa,Su	2
Tierra Del Este #27 (Mina Negra)	12701 Pebble Hills	F-M	4
Tierra Del Este #18	12333 Tierra Volcan Ave.	Sa,Su	2
Tierra del Este # 70	14260 Hunter Creek Dr.	Sa-M	3
Tierra del Este # 67	14601 Ginger Kerrick	Sa,Su	2
Thorn	5260 Mace St.	Sa,Su	2
Thomas Manor	7901 Knights Dr.	Sa-M	3
TDE # 69 Sunny Brook	14577 Alton Oaks	Sa-M	3
TDE # 62 Blue Sky	14341 Engilsh Point	Sa-M	3
TDE # (Hunter Creek)	14260 Hunter Creek	Sa-M	3
Sweet Dream Park ( Tres Suenos # 11)	14417 Alyssa Marie Dr.	Sa-M	3
Sunset View	6072 Palmdale	Sa,Su	2
Sunset Terrace LT	Bentridge to La Puesta	Sa,Su	2
Sunrise	3800 Sunrise Ave.	Sa,Su	2
Summit Fillmore	4501 Raynor St.	Sa,Su	2
Summerlin	6951 Firebush Dr.	Sa,Su	2
Suffolk	3225 Suffolk Rd.	Sa,Su	2



Sue Young	9730 Diana	F-M	4
Student Memorial	9425 Vicksburg Dr.	Sa,Su	2
Stiles	7325 Stiles Dr.	Sa-M	3
Stanton Heights	11520 Edward James	Sa,Su	2
SPC Adrian Garcia	520 B. Southside Rd.	Sa,Su	2
South El Paso Sr. Ctr.	600 S. Ochoa	Sa,Su	2
South Dakota	6811 South Dakota	Sa,Su	2
Snow Heights	311 Fountain	Sa,Su	2
Skyline	5050 Yvette Ave.	Sa,Su	2
Shawver	8100 Independence	F-M	4
Sgt. Jesus Vasquez USMC (Tres Suenos 1)	12930 GR Campuzano	Sa-M	2
Seville	6700 Sambrano Ave.	Sa,Su	2
Serenity	489 Charles St.	Sa,Su	2
Scenic Dr.	Rim Road to Wheeling	Sa-M	3
Sandstone Ranch Estates	5401 Marcus Uribe	Sa-M	3
Sandstone Ranch	4800 Marcus Uribe	Sa-M	3
San Juan Placita	701 N. Glenwood Pl.	F-M	4
San Juan Complex	700 N. Glenwood Pl.	F-M	4
San Jacinto	111 Mills St.	M-SU	7
Salvador Rivas	12515 Tierra Norte Dr.	F-M	4
Sal Beroterran	2171 Sun Country Dr.	Sa-M	3
Saipan Ledo	4601 Durazno St.	Sa-M	3
Roger Brown Ball Field May-Aug	1200 Alabama	Sa-M	3
Riverside	7600 Alameda Ave.	Sa-M	3
River Park West 1	713 Dakota River	Sa	1
River Bend Trail	4045 River Bend Dr.	M	1
Rio Grande River Trail	301 Borderland Rd.	M	1
Rim Rd	Kansas to Brown	Sa-M	3
Reese McCord	1900 Trawood Dr.	F-M	4

Redstone Village	5910 Redstone Rim Dr.	Sa-M	3
Raynolds Median	1900 Hastings Dr to La Luz Ave	Sa,Su	2
Ranchos Del Sol	1100 Ted Houghton Dr.	Sa-M	6
Radford Park	4501 Mobile Ave.	Sa-M	3
Pueblo Viejo	Roseway to Presa Pl.	Sa-M	3
Ponsford	6201 Marcena St.	Sa-M	3
Ponder	7500 WH Burgess Dr.	F-M	4
Pollard Memorial	4500 Pollard	Sa,Su	2
Pioneer Plaza	Mills and El Paso St.	M-SU	7
Pico Norte	10655 Pico Norte Rd.	Sa-M	3
PERCY GURROLA (Pera Luna)	3300 Pera Ave.	Sa,Su	2
Pennsylvania Circle	250 Pennsylvania Circle	Sa,Su	2
Pecan Grove 2	9100 Betel	Sa,Su	2
Pecan Grove 1	9130 Sweet Acacia Ln.	Sa,Su	2
Pebble Hills	3200 Fierro Dr.	Sa-M	2
Pavo Real	9301 Alameda Ave.	F-M	4
Paul Harvey	6220 Belton Rd.	Sa-M	3
Paseo Del Sol	12599 Paseo Grande St.	Sa-M	3
Paseo De Los Heroes	601 E. Eighth St.	Sa-M	3
Park Hills	1001 Calle Parque	Sa,Su	2
Palo Verde	6260 Dew Dr.	Sa,Su	2
Palm Grove	10001 Sumatra St.	Sa,Su	2
Pacific	3905 Hidden Way	Sa,Su	2
Ojo De Agua	870 Via Descanso Dr.	M	1
Normandy	6300 Normandy Dr.	Sa,Su	2
Nolan Richardson Phase II	4437 Maxwell	Sa,Su	2
Nolan Richardson	4435 Maxwell	Sa,Su	2
Newman	2212 Alabama St.	Sa-M	3
Nations Tobin Pool	8831 Railroad Dr.	Th-M	5

Nations Tobin	8831 Railroad Dr.	F-M	4
N.E. Regional	11270 McCombs	F-M	4
Murchison Park	1600 Scenic Dr.	F-M	4
Mundy	500 Porfirio Diaz St.	Sa,Su	2
Mountain View	8400 Diana Dr.	Sa,Su	2
Montwood Heights	12598 Flora Alba	Sa,Su	2
Montoya Heights	340 Coates	Sa-M	3
Montalvo	6500 Tiger Eye Dr.	Sa,Su	2
Modesto Gomez	4600 Edna Ave.	Sa-M	3
Mission Hills	3800 O'Keefe Dr.	Sa-M	3
Milagro	5310 Annette Ave.	Sa,Su	2
Mesquite Trails Offsite	12547 Cevalia Ave.	Sa,Su	2
Mesquite Trail 2 LT	between Mew Gull & Snowy Plower St.	Sa-M	3
Mesquite Trail 1 LT	between Mew Gull & Sunfire	Sa,Su	2
Mesquite Hills 5	1376 Andrea Micaela	Sa-M	3
Mesquite Hills 2	11737 Mesquite Bush Dr.	Sa,Su	2
Mesquite Hills 1	11905 Auburn Sand	Sa,Su	2
Mesa Terrace	1221 Selden Dr.	Sa,Su	2
Mesa Drain	Emerson/Mauer	Sa-M	3
Memorial Reserve	1701 Copia	Th-M	5
Memorial Park (B.B.) & Rose Garden	1701 Copia	F-M	4
Memorial Alta Vista Ball Field	3501 Morenci	Th-M	5
McKelligon Canyon	1500 McKelligon Canyon	Sa	1
McCarthy	1170 John Phelan Dr.	Sa,Su	2
Mary Webb	3401 E Missouri Ave.	Sa-M	3
Marty Robbins	11600 Vista Del Sol Dr.	F-M	4
Marian Manor	8343 Clifford Ct.	Sa-M	3
Madeline	900 E Baltimore Dr.	Sa-M	3
MacArthur	738 Gerald	Sa,Su	2

Louisiana Dam	Sacramento to Nashville on Louisiana	Sa-M	3
Lost Dog Trail	1615 Redd Rd.	Sa,Su	2
Lomas Del Sol #4	6600 Parque Del Sol Dr.	Sa,Su	2
Lomaland	715 Lomita Dr.	F-M	4
Loma Linda	11600 Bell Tower Dr.	Sa,Su	2
Logan	5500 Byron St.	Sa-M	3
Liz Morayma Gonzalez	4500 E. Yandell Dr.	Sa-M	3
Little River	5893 Sixta Dr.	Sa,Su	2
Lions Placita	910 S. Santa Fe St.	M-SU	7
Lionel Forti Pool	7735 Phoenix Ave.	Th-M	5
Lionel Forti	7735 Phoenix Ave.	F-M	4
Linda Daw Hudson(Franklin Hills)	1100 Franklin Hills Dr.	Sa,Su	2
Lincoln	4001 Durazno Ave.	F-M	4
Lancaster	701 Brandywine Rd.	Sa-M	3
Lambka	6600 Cloudview	Sa-M	3
La Puesta Del Sol	365 Bells Corner Ave.	Sa,Su	2
John Lyons	11510 Cheryl Ladd	F-M	4
Jamestown	9700 Jamestown	Sa-M	3
James Schwitters	6200 Fiesta Dr.	Sa,M	2
Jack D. Karr (Sunset Heights)	631 Stewart Ct.	Sa,Su	2
Indian Ridge 9	3440 Pendleton	Sa,Su	2
Indian Ridge 10	3332 Pendleton	Sa,Su	2
Indian Heights	3209 White Bird Dr.	Sa,Su	2
Inca Dove	955 Grandevole Dr.	Sa,M	2
Hueco Mountain	11824 Vitex Cir.	Sa,Su	2
Hueco Estates 2	12910 Hueco Sands Ct.	Sa,Su	2
Hueco Estates 1	12870 Hueco Sands Ct.	Sa,Su	2
Houston	900 Montana	Sa-M	3
Hidden Valley	200 Coconut Tree Ln.	Sa-M	3

Hawkins Park - Pool	1500 Hawkins	F-M	4
Hawkins Elementary Jun-Aug	5816 Stephenson Ave.	Sa,Su	2
Hawkins	1500 Hawkins	F-M	4
Green Lilac	1016 Green Lilac Cir.	Sa,Su	2
Grandview Pool	3100 Jefferson Ave.	Th-M	5
Grandview	3100 Jefferson Ave.	F-M	4
Grace Chope	535 W. Missouri Ave.	Sa,Su	2
Galatzan Park	650 Wallenberg Dr.	F-M	4
Franklin Hills # 8	6112 Franklin Dove Ave.	Sa,M	2
Franklin	6050 Quail Ave.	Sa-M	3
Frank T. "Francis" Hourigan	2085 Shreya St.	Sa,Su	2
Francisco Delgado	7020 Imperial Ridge Dr.	Sa-M	3
Fire Fighters Memorial	316 W. Overland	M-SU	7
Estrella Rivera	3200 Rivera Ave.	Sa,Su	2
Esmeralda	720 Esmeralda Armendariz	Sa	1
Ellis Lateral LT	Artcraft & Upper Valley Rd.	M	1
EL Williams	752 Lafayette Dr.	Sa,Su	2
Edgemere Median	7310, 7707,8007 & 8118 Edgemere	Sa-M	3
Edgemere - Free Port	10705 Edgemere	F-M	4
Eastwood	3110 Parkwood St.	Th-M	5
Dunn	1501 N. El Paso St.	Sa,Su	2
Duke Court	1100 Duke Court	Sa,Su	2
Dreamland Park (Tres Suenos #10)	14440 Vicent Kael St.	Sa-M	3
Doniphan	1800 W. Paisano Dr.	Sa,Su	2
Dolphin	5900 Marlin Dr.	Sa	1
Dick Schinaut	11701 Rufus Brijalba	F-M	4
Desert Vista	7540 Dewberry Dr.	Sa,M	2
Delta	4321 Delta Dr.	F-M	4
De Vargas	643 De Vargas Dr.	Sa-M	3

Crestmont	515 Chermont Dr.	Sa-M	3
Cork	3327 Cork Dr.	Sa,Su	2
Colonia Verde	5452 Ketchikan	Sa-M	3
Coach Jack R. Quarles	4042 River Bend Dr.	M	1
Cleveland Square	510 N. Santa Fe St.	M-SU	7
City Hall Parking Lot	300 Campbell	M-SU	7
City 3	801 Texas	M-SU	7
Cimarron Unit 1	7449 Northern Pass Dr.	Sa-M	3
Cimarron Sage # 2	7400 Via Canutillo	Sa,M	2
Cimarron Sage # 1	7340 Black Sage Dr.	Sa,M	2
Cimarron Cove	6935 Cactus Thrush Dr.	Sa-M	3
Cielo Vista	9030 Cosmos Ave.	Sa-M	3
Chuck Heinrich	11055 Loma Del Norte Dr.	Sa-M	3
Chihuahuita	400 Charles Rd.	Sa-M	3
Chester Jordan	3500 Nolan Richardson	Sa-M	3
Chelsea Pool	819 Chelsea	Th-M	5
Cavalry Park	605 N. Santa Fe St.	M-SU	7
Caruso	720 Prospect St.	Sa,Su	2
Carolina	563 N Carolina Dr.	F-M	4
Carlos Bombach	12420 Nina Pearl	F-M	4
Caribe	250 Cayman Ln.	Sa,Su	2
Capistrano	8700 Padilla Dr.	Sa-M	3
Calendar	401 E. San Antonio Ave.	M-SU	7
Buena Vista	420 Nopal Ave.	Sa,Su	2
Braden Aboud	4325 River Bend Dr.	Sa-M	3
Boy's Club	811 S Florence St.	F-M	4
Borderland	6327 Modesta	Sa-M	3
Blackie Chesher	1100 N Zaragoza	F-M	4
Billy Rogers Arroyo	700 E. Robinson Ave.	Sa	1

Bartlett	500 Bartlett Dr.	Sa,Su	2
Barrio	3001 Findley Ave.	Sa,Su	2
Artcraft	Artcraft & Borderland	Su	1
Armijo	710 E. Seventh Ave.	M-SU	7
Arlington	10350 Pasadena Cir.	Sa-M	3
Arbor Green	3127 Manny Aguilera	Sa,Su	2
Amber Sun	6429 Amber Nicole Lane	Sa,Su	2
Alethea	801 Stockwell	Sa,Su	2

## APPENDIX "A-1"

(END OF EXHIBIT A)

**EXHIBIT "B"**  
**Contract Pricing**

Annual Contract Pricing by department	Year	Price/Month	Annual Price
Parks and Recreation Department	Year 1	\$ 58,891.74	\$ 706,700.82
	Year 2	\$ 60,658.49	\$ 727,901.85
	Year 3	\$ 61,871.66	\$ 742,459.89

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Non-Scheduled Work by department	Year	Unit	Price/Unit
Litter Control			
Parks and Recreation Department-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