

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

**AGENDA DATE:** June 6, 2023  
**PUBLIC HEARING DATE:** NA

**CONTACT PERSON(S) NAME AND PHONE NUMBER:**  
Nicholas N. Ybarra, Director (915) 212-6000  
K. Nicole Cote, Managing Director (915) 212-1092

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** No. 8 – Nurture and Promote a Healthy, Sustainable Community

**SUBGOAL:** 8.6 Provide long-term, cost effective, sustainable regional solid waste solutions

**SUBJECT:**

Discussion and action that the City Manager be authorized to sign Contract 2023-0194 Citywide Litter Control Contract by and between the City of El Paso and both WorkQuest f/k/a 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 Environmental Services Department and the El Paso International Airport for a term of thirty-six (36) months from the effective date of the Agreement and one (1) one-year option to extend, which may be exercised by the City Manager administratively. This is a service requirement contract at a currently estimated cost to the City of El Paso of \$1,798,661.33 for the initial term and an estimated \$2,410,145.30 if the option to extend is exercised.

**BACKGROUND / DISCUSSION:**

The agreement between the City of El Paso and WorkQuest f/k/a TIBH Industries, Inc., and Xceed Resources is to enable litter pick-up, cleaning, weed control, and maintenance services that will be provided for City alleys and specified locations around the El Paso International Airport. WorkQuest f/k/a TIBH Industries, Inc., is a non-profit corporation that certifies the Xceed Resources will employ individuals with disabilities in accordance with Texas Human Resources code 122.013. The agreement will allow for the enhancement of identified areas as well as improving the image of the areas in which they are located.

**SELECTION SUMMARY:**

NA

**CONTRACT VARIANCE:**

The difference based in comparison to the previous contract is as follows: An increase of \$579,507.79 for the initial term, which represents a 47.53% increase due to the current market conditions and additional locations included in this contract.

**PROTEST**

NA

**PRIOR COUNCIL ACTION:**

NA

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$1,798,661.33  
Funding Source: 334 - 532000 - 3100 - 34130 - P3470  
Account: Environmental Services Fund


**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?  YES  NO**

**PRIMARY DEPARTMENT:** Environmental Services  
**SECONDARY DEPARTMENT:** Purchasing & Strategic Sourcing

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

**DEPARTMENT HEAD:**



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Nicholas N. Ybarra, Director

**PROJECT FORM  
(Non-Competitive)**

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Please place the following item on the **REGULAR** agenda for the Council Meeting of **June 6, 2023**.

**STRATEGIC GOAL No. 8 – Nurture and Promote a Healthy, Sustainable Community**

The linkage to the Strategic Plan is subsection 8.6 Provide long-term, cost effective, sustainable regional solid waste solutions

**Award Summary:**

Discussion and action that the City Manager be authorized to sign Contract 2023-0194 Citywide Litter Control Contract by and between the City of El Paso and both WorkQuest f/k/a 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 Environmental Services Department and the El Paso International Airport for a term of thirty six (36) months from the effective date of the Agreement and one (1) one-year option to extend, which may be exercised by the City Manager administratively. This is a service requirement contract at a currently estimated cost to the City of El Paso of \$1,798,661.33 for the initial term and an estimated \$2,410,145.30 if the option to extend is exercised.

**Contract Variance:**

The difference based in comparison to the previous contract is as follows: An increase of \$579,507.79 for the initial term, which represents a 47.53% increase due to the current market conditions and additional locations included in this contract.

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**RESOLUTION**

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

**THAT**, the City Manager be authorized to sign Contract 2023-0194 Citywide Litter Control Contract by and between the City of El Paso and both WorkQuest f/k/a 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 Environmental Services Department and the El Paso International Airport for a term of thirty six (36) months from the effective date of the Agreement and one (1) one-year option to extend, which may be exercised by the City Manager administratively. This is a service requirement contract at a currently estimated cost to the City of El Paso of \$1,798,661.33 for the initial term and an estimated \$2,410,145.30 if the option to extend is exercised.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leeser  
Mayor

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

*Russell Abeln*

\_\_\_\_\_  
Russell T. Abeln  
Assistant City Attorney

**APPROVED AS TO FORM:**

*K. Nicole Cote*

\_\_\_\_\_  
K. Nicole Cote, Managing Director  
Purchasing & Strategic Sourcing

**APPROVED AS TO CONTENT:**

*Nicholas H. Ybarra*

\_\_\_\_\_  
Nicholas N. Ybarra, Director  
Environmental Services Department

**APPROVED AS TO CONTENT:**

*Samuel Rodriguez*

\_\_\_\_\_  
Samuel Rodriguez, Chief Operations Officer  
Aviation Development

## CITYWIDE LITTER CONTROL CONTRACT

This Citywide Litter Control Contract is made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **CITY OF EL PASO**, a home rule municipal corporation (hereinafter referred to as the "**City**"), and both **WORKQUEST F/K/A TIBH INDUSTRIES, INC.** 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 Environmental Services Department and the El Paso International Airport.

### WITNESSETH:

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

**WHEREAS**, WorkQuest 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 WorkQuest 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.

1.10 **“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).

1.11 **“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 Environmental Services Department, Alley Clean Up.

**2.2 Exhibit B** Scope of Services for Airport Grounds Maintenance Services.

**2.3 Exhibit C** Scope of Services for Environmental Services Department, Cincinnati Entertainment District Clean Up.

3. **Term.** This Contract is for a term of thirty-six (36) months. This Contract shall become effective on **June 16, 2023**, and shall terminate on **June 15, 2026**.

**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 WorkQuest the sum of \$1,798,661.33 for the period from June 16, 2023 through June 15, 2026: (\$593,697.37 for year 1; \$599,534.29 for year 2; and \$605,429.67 for year 3), to be paid in monthly payments, as set forth in more detail in **Exhibit D** (Annual Contract Pricing by Service Chart), attached hereto and incorporated herein for all purposes.

The cost for additional, non-scheduled or emergency work shall be billed as detailed in **Exhibit D** (Non-Scheduled Work fee chart) dependent on the service requested. 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 WorkQuest. WorkQuest will then submit the approved invoice to the City and the payment will be processed and sent to WorkQuest, which shall send the appropriate amount, within a reasonable time, to Xceed as may be determined by WorkQuest and Xceed.

Should the City exercise its option to extend this Agreement pursuant to Section 3.1 herein, the Year 4 annual payment/consideration of \$611,483.97 will continue, as will the Year 4 non-scheduled work fees (per hour/crew).

Should the locations shown in Exhibits A, and/or B, and/or 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.** WorkQuest and Xceed shall instruct all of their employees as to work procedures and thoroughly acquaint each employee with their duties. City shall notify WorkQuest 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. WorkQuest and Xceed shall be deemed at all times to be independent contractors. In carrying out the terms of this Contract, WorkQuest and Xceed shall select their own employees and such employees shall be and act under the exclusive and complete supervision and control of WorkQuest and Xceed, 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 employment.

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 comply with Municipal Code Section 12.30 and the Texas Manual of Uniform Traffic Safety.

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 WorkQuest 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 WorkQuest 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

Workquest 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  
300 N. Campbell  
El Paso, Texas 79901

with copy to: City of El Paso  
ATTN: Director  
Environmental Services Department  
7968 San Paulo  
El Paso, Texas 79907

WorkQuest: Henry Hernandez, Marketing Manager  
WorkQuest f/k/a TIBH Industries, Inc.  
5503 Grissom Road, Suite 103  
San Antonio, Texas, 78238

Border TM Industries, Inc.: Everardo Sanchez, Executive Director  
Border TM Industries, Inc.  
d/b/a Xceed Resources:  
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 \_\_\_\_\_, 2023.

**CITY OF EL PASO:**

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

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

*Russell T. Abeln*  
\_\_\_\_\_  
Russell T. Abeln  
Assistant City Attorney

**APPROVED AS TO FORM:**

*K. Nicole Cote*  
\_\_\_\_\_  
K. Nicole Cote, Managing Director  
Purchasing & Strategic Sourcing

**APPROVED AS TO CONTENT:**

*Nicholas N. Ybarra*  
\_\_\_\_\_  
Nicholas N. Ybarra, Director  
Environmental Services Department

**APPROVED AS TO CONTENT:**

*Samuel Rodriguez*  
\_\_\_\_\_  
Samuel Rodriguez, Chief Operations Officer  
Aviation Development

**WORKQUEST F/K/A TIBH INDUSTRIES, INC.**

*Henry Hernandez*  
\_\_\_\_\_  
Henry Hernandez, Marketing Manager

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

*Everardo M. Sanchez*  
\_\_\_\_\_  
Everardo M. Sanchez, Executive Director

(Exhibits on the following pages)

## **EXHIBIT "A"**

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

#### DESCRIPTION OF LITTER CONTROL SERVICES-ALLEYWAYS

Contractor shall be responsible for providing litter control services in the areas defined below, and as specified by Environmental Services Department designee. Contractor shall clean up alley four (4) times per year.

Maintenance area quantities may be modified by Environmental Services Department **designee** in order to accommodate any additions/deletions in alleys. Contractor will be notified in advanced of any change in the maintenance quantities.

The Contractor shall provide trash bags. The minimum specification criteria for the trash bags are as follows. size 38" x 60"; thickness 17 microns. All liner, trash and debris will be disposed of at the designated dump site located at 4300 Delta.

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

Contractor shall report work progress to the Department on a daily basis by filling out and submitting via e-mail a copy of the attached "Alley Clean-up Daily Report" no later than 6:00 am next working day. Information to report to include volume of trash collected and disposed of hazardous wastes, household hazardous wastes, and graffiti requiring removal by City staff.

Contractor shall promptly notify the Environmental Services Department designee of any damage or vandalized City assets that Contractor discovers at the work locations. Contractor shall additionally reimburse City for any property damage caused by anyone under their employment

The contractor shall be responsible to report to the Environmental Services Department designee any out of the ordinary or detrimental conditions to the health and/or safety of the maintenance area or public.

Contractor's vehicle shall at all-time have the company information such as name, address and any license information visible.

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. Environmental Services Department designee shall notify Contractor's officials if work does not comply with such standards. The Environmental Services Department Director or designee shall resolve any disagreements concerning performance. Failure to clean all listed alleys may result in withholding of or deduction to payment. Environmental Services Department Design shall issue Notice of Non-Compliance as deemed necessary for specification's deficiencies.

## Limits of Operations

- Working Day - A working day shall be any day other than a Saturday, Sunday or legal holiday of the City of El Paso on which the working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. Unless work is suspended for causes beyond the Contractor's control. Saturday, Sunday and holidays on which the Contractor's forces engage in regular work requiring the presence of a City Inspector will be considered as work days.

Contractor's Work Hours- Unless other days and hours of work are specifically prescribed in the technical specification, the days and hours which the Contractor may perform work under this contract are specifically limited, as follows:

- o The Contractor may not perform any work other than between the hours of 8:00 am to 4:00 pm of each working day or as requested by Environmental Services Department designee or as limited by Traffic Control Permit.
- o The legal holidays of the City of El Paso are:
  - o New Year's Day
  - o Martin Luther King's Birthday
  - o Memorial Day
  - o Fourth of July
  - o Labor Day
  - o Veteran's Day
  - o Thanksgiving Day & the Friday following Thanksgiving Day
  - o Christmas Day
  - o All other Holidays designated by the City of El Paso
- Permission to work outside the hours and days specified above may be granted by the Environmental Services Department or Designee but will be granted only under exceptional circumstances involving the safety or convenience of the public.

## SERVICE AREAS AND ITEMS

PAVED AND UNPAVED ALLEYS: Remove and dispose of litter, such as but not limited to: trash, garbage, scrap metal, 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.

BLOCKED ALLEYS: All blocked alleys and vehicles illegally parked in an alley must be reported to the El Paso Police Department, Code Enforcement, and Environmental Services Department.

HOUSEHOLD HAZARDOUS WASTE: All household hazardous waste, regardless of quantities, must be reported to the Department and disposed of in accordance to current regulations. These materials include.

- Automotive products (antifreeze, fluids, motor oil, oil filters, gasoline, polish and wax)
- Batteries (home and vehicle) Electronics (TV, computers, laptops, cell phones, printers, fax machines, MP3 players, DVD/CD/tape players, and more)
- Fluorescent light bulbs and compact fluorescent lamps (CFL)
- Household cleaners (ammonia, drain cleaner, rust remover, tile/shower cleaner and more)
- Universal materials (include mercury containing items: thermometers, thermostats)
- Paint products (oil-based paint, latex paint, spray paint, caulk, wood preservative, wood stain)
- Garden chemicals (pesticides, herbicides, fertilizers, insecticides)
- Sharps (needles and lancets)
- Swimming Pool Chemicals

HAZARDOUS WASTE: Are all wastes that are listed on one of the four different lists that are located within the Federal Code of Regulations: 40 CFR § 261.31, 40 CFR § 261.32, 40 CFR § 261.33. Regardless of quantities, all hazardous wastes must be reported to the department for proper identification and disposed of properly in accordance to the Federal Code of Regulations.

DEAD ANIMALS: Dead animals and animal decomposing carcasses shall be reported to the 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.

(END OF EXHIBIT A)

## **EXHIBIT "B"**

### **SCOPE OF SERVICES ELPASO INTERNATIONAL AIRPORT GROUNDS MAINTENANCE 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.

Contractor will immediately notify the Airport Maintenance Superintendent of any damage noticed or damage caused by the Contractor while working.

Contractor responsible for all safety procedures and traffic control devices. Contractor to ensure that PPE (personal protection equipment) is worn at all times.

Contractor to report to Airport Maintenance **Manager and advise immediately** if crews are not able to perform their scheduled routine or if a makeup day is required.

#### **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. To include the cell phone lot.

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)**

Interior- Parking lot grounds areas, median areas, trash receptacles, entry/exit ways. Exterior- Landscape areas around parking lot wall, sidewalks, and driveway.

#### **5. EMPLOYEE PARKING LOTS (WEST)**

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

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

**6. CONTINENTAL ROAD SOUTH**

Litter pickup and herbicide as needed at old EPISD lot.

**7. COTTONWOODS**

Litter pick up and herbicide on median and both sides of street up to the large gate.

**8. 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.

**9. 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 to 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.

**10. GEORGE PERRY BLVD**

Clean the seventeen (17) landscape areas on the median of George Perry of all trash and debris and neatly maintain the rock landscaping.

**11. TAXICAB STANDS**

Designated taxicab stand area in front of Airport Terminal building.

**12. 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, to include Hawkins Blvd street north of Montana.

**13. AIRPORT ROAD**

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

**14. 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.

**15. BUTTERFIELD TRAIL BLVD.**

From intersection of Airport Rd. All medians, roadsides (including gutters), and fence lines starting at Leigh Fisher Blvd. heading east., including both roundabouts located at the intersections of Leigh Fisher and Zane Grey.

**16. 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.

**17. WALTER JONES**

Litter Pick up and Herbicide as needed.

**18. ZANE GREY AND SPUR DRIVE**

Litter Pick up and Herbicide as needed.

**19. WEED CONTROL- Terminal and Cargo**

Landscape areas on Airways (Airways to Airport Rd.) Medians and Monument. All chat areas. Landscape areas on Convair Rd. and parking areas.

Parking areas are Short Term, Long Term, rentals and the main entrance.

Cargo 3 and 4 on George Perry will include all rock landscape areas. (Excluding medians on George Perry)

EPIA to provide all herbicide for weed control as needed. Contractor to contact Airport Maintenance Manager to schedule quantity and pick up times.

**20. WEED CONTROL- Butterfield Trail**

Spray the fence line on Airport road and maintain weeds and trash.

All Butterfield Trail chat walkways.

Spray and maintain weeds and trash on the fence line of Walter Jones from the Bend in Walter Jones for approx. 4000 ft. x (2ft) going East.

**21. LOCKHEED DRIVE**

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

**22. 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.

**23. GENERAL REQUIREMENTS - ALL AREAS**

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

Contractor shall possess Texas Department of Agriculture Pesticide Applicator's License. Material Safety Data Sheet for herbicide will be provided by EPIA.

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

A rate per day of \$648.23 for 3 employees working 7 hours a day for any on call work as needed that is not included in the contract. The on-call amount will be set at \$25,000.00 if needed.

(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 B), and shall be performed on the following days:

1	SHORT TERM PARKING LOT	Monday through Friday
2	LONG TERM PARKING LOT South	Monday, Wednesday, Friday
3	LONG TERM PARKING LOT North	Monday, Wednesday, Friday
4	EMPLOYEE PARKING LOT East	Monday, Wednesday, Friday
5	EMPLOYEE PARKING LOT West	Monday, Wednesday, Friday
6	RENTAL CAR READY RETURN LOT	Monday through Friday
7	CARGO AREA	Monday, Wednesday, Friday
8	AIRWAY BLVD.	Monday through Friday
9	TAXICAB STANDS	Monday through Friday
10	HAWKINS BLVD. VACANT LOT	Monday, Wednesday, Friday
11	AIRPORT ROAD	Tuesday and Thursday
12	LEIGH FISHER BLVD.	Tuesday and Thursday
13	BUTTERFIELD TRAIL BLVD.	Tuesday and Thursday
14	BOEING DRIVE (NORTH SIDE OF STREET)	Tuesday and Thursday
15	LOCKHEED DRIVE	Tuesday and Thursday
16	GEORGE PERRY BLVD	Tuesday and Thursday
17	GEORGE PERRY BLVD, MEDIAN	Once a month
18	GEORGE PERRY BLVD, EAST	Once a month
19	COTTONWOODS	Once a week
20	TERMINAL PLANTERS (APRIL - SEPTEMBER)	Everyday
21	ZANE GREY AND SPUR DRIVE	Weekly
22	CONTINENTAL ROAD SOUTH	Monthly
23	WALTER JONES FENCE LINE	Monthly

(END OF EXHIBIT B)

**EXHIBIT “C”**  
**SCOPE OF SERVICES**  
**CITY OF EL PASO’S ENVIRONMENTAL SERVICES DEPARTMENT**  
**TRASH PICK-UP CINCINNATI ENTERTAINMENT DISTRICT**

DESCRIPTION OF TRASH PICK-UP CINCINNATI ENTERTAINMENT DISTRICT

1. The Contractor shall pick-up all litter within the defined Maintenance Areas, inclusive of trash, Plant Litter (Dead plant material, such as leaves, bark, needles, pine cones, twigs etc.), cans, glass, plastic bottles, boxes, signs (garage sale signs etc.), and all debris (bulky items, construction materials, large rock up to 50 lbs., etc.). Contractor shall remove trash along with trash bag and place new trash bag in any trash container(s) located within maintenance area. Such task shall be performed the day Maintenance Area is scheduled for service. All debris/waste shall become the property of the contractor and shall be disposed of in compliance with all federal, state, and city rules and regulations. No debris shall be purposely thrown into private property or street roadway. Contractor may recommend the clean-up method(s) that is most appropriate according to City of El Paso - Environmental Services Department requirements and contract documents but shall be approved the Environmental Services designee. Contractor shall service maintenance area three (3) times a week (Tuesday, Thursday, and Saturday).
2. Within Cincinnati Entertainment District, Environmental Services Department designee may specify additional areas for maintenance. Cincinnati Entertainment District is defined in Attachment 1.
3. Environmental Services Department designee and Contractor shall agree on an appropriate daily schedule for the services provided herein. Failing to reach an agreement, Environmental Services Department designee determination shall control. Such schedule may be revised periodically by the Environmental Services designee as needed because of climate, ground, special events or other conditions.
4. Contractor shall report work progress to the Environmental Services Department designee by filling out and submitting Report no later than 6:00 am next working day following schedule maintenance, via e-mail. Information to report to include volume of trash collected and disposed of, hazardous wastes, household hazardous wastes, and graffiti requiring removal by City staff.
5. Environmental Services Department designee may modify maintenance areas or quantities in order to accommodate any additions/deletions. Environmental Services Department designee shall notify Contractor in advanced of any change in the maintenance areas and quantities.
6. Trash bags 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 the designated dump site located at 4300 Delta.
7. The Contractor shall be responsible for damage to City’s property due to maintenance activities including but not limited to equipment, trees, plants, landscaping irrigation system, signage, guard rails, concrete elements, public art, etc.
8. The Contractor shall be responsible to report to the Environmental Services Department designee any out of the ordinary or detrimental conditions to the health and/or safety of the maintenance area including, but not limited to: broken curb and gutter, cracked or broken stamped concrete, sink holes and potholes next to the maintained areas. Any damage, safety concerns, vandalism or irrigation equipment problems shall be reported immediately. If damage is caused by vandalism, accident, or other incident in which the contractor is not at fault then a police report documenting the damages must

be obtained and turned into the Environmental Services Department designee. In these cases, the Environmental Services Department will provide all materials necessary for the repair and or replacement of these damages. Contractor shall coordinate with Environmental Services Department designee for the pickup and location of materials.

9. The Maintenance Area shall be cleaned of any unwanted grass or weed growth. Contractor shall remove all grass and weeds by root or herbicide. All grasses or unwanted vegetation higher than 3” shall be pulled out from the ground; all efforts should be made to remove the root system of the grass or vegetation. Unwanted grasses or vegetation less than 3” shall be treated with herbicide and must be removed after full kill is achieved. Any damage that is incurred to sprinklers, drip system or such, and to the general landscaping material (plants, rock, screening and/or weed barrier material) shall be restored to its original condition or better.
10. Whenever herbicide is to be utilized within maintenance area(s), the contractor shall fill out and submit the TDA Q527 from Texas Department of Agriculture Pesticide Applicator Record sheet to Environmental Services Department designee. No substitute forms will be accepted. The latest form can be found at <http://www.texasagriculture.gov/Portals/0/forms/PEST/Applicator/Pesticide%20Applicator%20Recordkeeping%20Form.pdf>.
11. The Contractor shall be a Texas Department of Agriculture licensed pesticide applicator and adhere to all Texas Department of Agriculture rules and regulations; license shall remain current throughout the contract term. At minimum the license shall be a commercial applicator with categories 3(A) and 5 as defined by the Texas Department of Agriculture Pesticide Categories. Herbicides must be applied as per all Federal, State, City or other local rules and regulations.
12. Contractor shall use care and diligence when spraying in landscaped locations. Any damage done to landscape locations as a result of the contractor shall be repaired/replaced at contractor’s expense.
13. Herbicide must have a minimum concentration of 41% Glyphosate.
14. The Contractor shall provide herbicide SDS information sheets to Environmental Services Department designee before the herbicide may be applied.
15. Contractor shall have the appropriate equipment required to perform this type of work. Proper spraying of herbicide shall be in accordance with applicable federal, state, city, or other local regulations.
16. The Contractor must, at his own expense, retreat sites upon notification that a treatment was ineffective.
17. No treatments shall be done when the vegetation is wet from a heavy rainstorm or dew. Any portion that was treated within one hour of a heavy rainstorm shall be retreated at the Contractor’s expense. At least one hour shall lapse following the heavy rain before foliar treatment are resumed, provided the vegetation conditions are drying and the immediate threat of continued rain has passed. Treatment shall be discontinued when windy conditions result in off target spray drift (approximately 10 mph).
18. Aggregate shall be kept in a manicured fashion any disturbance shall be raked into place. No weed barrier material should be visible. Any accumulation of sediment, foreign materials, silt, clay, sand, or dirt within the aggregate shall be removed by a method agreed upon by the contractor and the Environmental Services Department designee. Any appropriate aggregate from the Maintenance Area found in the roadway shall be removed from the roadway and reincorporated into the Maintenance Area. Any lost aggregate, via washout or other manner in which the Contractor is not at fault, shall be reported to the Environmental Services Department designee which shall provide new aggregate to be incorporated into the maintenance area. Contractor shall coordinate with Environmental Services

Department designee for the pickup and location of materials. All aggregate shall be left in a manicured fashion.

19. Contractor's Vehicle Shall at all-time have the company information such as name, address and any license information visible.
20. Traffic Control shall be in Compliance with Municipal Code (section 12.30) and the Texas Manual of Uniform Traffic Control Devices (TMUTCD). State Rights of Way maintained by the City must conform to requirements outlined in the TMUTCD for State Rights of Way, in particular the correct use of a Truck Mounted Attenuator (TMA). Texas Department of Transportation (TxDOT) permit required and copy shall be submitted with Environmental Services Department application.
21. Maintenance Area located along Street Car Route shall require contractor to follow additional Sun Metro's Traffic Control rules and regulations during maintenance activities. It is the Contractor's responsibility to verify which locations fall within the street car route.
22. Prior to working on Street Car Route, Contractor and personnel shall attend Track Access Training. Contractor shall coordinate with Sun Metro Street Car for Allocation Request Form on a bi-weekly basis.
23. Contractor shall not park work vehicles on private property, maintenance areas and along the Street Car Route.
24. The Contractor shall inspect all trees and shrubs within the Maintenance Area and notify the Environmental Services Department designee by phone or e-mail of any problems with insects, diseases, animals, infestation, or any signs of decline of health or appearance of plant material as soon as problems are detected/identified. Any problems detected/identified must be included in the daily report. Daily report must be turned in prior to 6:00 am next working day. Treatment plans shall be submitted for review and approval by Environmental Services Department Project Manager. Treatment plan implementation shall be at no cost to the City of El Paso. Dead and dying plants, trees, shrubs, flowers, etc. which are dead or dying shall be reported. Contractor shall submit a restoration plan for review and approval to Environmental Services Department Project Manager. Environmental Services Department will provide replacement trees, shrubs, plants, etc. Contractor shall pick up replacement for plants, trees, shrubs, plants, etc. at City of El Paso Tree Farm located at 790 Winn Rd.
25. All pruning shall be done in accordance with ANSI A300 industry standards, Policy and Standards Manual for the Care of Trees and Shrubs in the City of El Paso, City Ordinance Chapter 18.46, 18.47, and Chapter 9.11. Contractor shall provide pruning to remove any branches from trees and shrubs. Contractor shall provide pruning to remove any branches from trees and shrubs that would interfere with or hinder the flow of traffic or the grounds maintenance operation as directed by Environmental Services Department designee. The limbs growing towards the lanes of traffic shall be pruned to a height of 13'6". Areas abutting sidewalk shall have a minimum height of 8'. Trees that are not impeding on traffic or sidewalks shall have a minimum clearance of 5'-6' from the ground. Additional pruning of trees or shrubs to comply with line of sight requirements, removal of deadwood or for aesthetic reasons shall be performed by contractor on an as needed basis or as directed by Environmental Services designee. Less than 2" caliper (suckers or waterspouts) shall be removed on an as needed basis and shall be disposed in an acceptable and in compliance with all federal, state, and city rules and regulations.
26. Tree/Bush Removal shall be done as directed by the Environmental Services Department designee and shall include the following additional requirements:

- Call Digg Test for utility line locates and marking and provide confirmation #
  - Cleaning, resizing, and replacement of tree grates
  - Removal, repair, and replacement of original rock mulch, aggregate/landscaping/ground cover and shall be restored to original condition or better
  - Locating, removing, protecting, caring, repairing, and/or modifying irrigation system for new tree(s), shrub(s), and/or plant(s) or as directed by Environmental Services Department designee
  - Removal of Tree/Bush to include complete root system removal
  - Planting replacement tree(s), shrub(s), plant(s), provided by the Environmental Services Department
  - Contractor shall pick up replacement for plants, trees, shrubs, flowers, etc. at City of El Paso Tree Farm located at 790 Winn Rd. All debris shall be disposed in an acceptable and in compliance with all federal, state, and city rules and regulations.
  - Back fill with native soil as required, if none available Contractor shall coordinate pick-up of soil with Environmental Services Department designee.
27. Trimming of clumping grasses shall be done by the end of March, or as required by the Environmental Services Department designee.
28. All tree grates shall be removed and cleaned at least once a month or as directed by the Environmental Services Department designee to remove debris that might accumulate in the tree well. Grates shall be inspected and sized bi-annually to accommodate tree trunk expansion.
29. Trunk guard protection shall be removed when it comes in contact with the tree. The removed hardware shall be delivered to the Environmental Services Department. Trunk guard protection shall be installed on new planted trees with 2" or less caliper trunk.
30. Inspection and adjustment of decorative lighting hardware shall be performed during the time period the decorative lighting remains on the tree. All lighting shall be adjusted to ensure that the lighting will not constrict or impair the health and vigor of the tree. Any light replacement will be provided by the Environmental Services Department.
31. Tree Topping. No Public Tree shall be topped. Topping is not an acceptable pruning practice. Trees severely damaged by storms or other causes, where other pruning practices are impractical may be crown reduced where necessary to protect health safety and welfare.
32. Leaves dropped from the trees are to be picked up by the Contractor and disposed in an acceptable and in compliance with all federal, state, and city rules and regulations.
33. Staking, guying, and re-bracing of trees shall be performed by Contractor as directed by Environmental Services Department designee. This shall include any adjustment to the staking or guying to prevent girdling of trees. Staking material to be provided by Contractor. The Contractor shall remove any staking, guying, or bracing materials when directed by the Environmental Services Department designee. Such removed materials shall become the property of the Contractor and shall be removed from the site in an acceptable manner.
34. The Contractor shall maintain the irrigation systems under the supervision of a person possessing an irrigator's license issued by the Texas Commission on Environmental Quality (TCEQ) and all TCEQ regulations shall be adhered to. Irrigation systems shall be installed, repaired, and maintained by a Licensed Irrigator or a Licensed Irrigation Technician under the supervision of a licensed irrigator. All Irrigators and Irrigation Technicians shall be licensed by the Texas Commission on Environmental Quality (TECQ). Any persons exempt from licensing as outlined in TAC RULE §30.129 shall comply with the standards established by TAC Chapter 344 relating to Landscape Irrigation.

35. Irrigation system watering times shall be programmed to comply with El Paso Water Utilities schedule or as directed by Environmental Services Department designee.
36. Irrigation system shall be manually or mechanically started, programmed and inspected bi-weekly to confirm systems are not leaking and are watering adequately. Any breakage, blockages or damaged areas on the irrigation systems shall be repaired at the expense of the Contractor. Environmental Services Department designee shall be notified prior to commencing work. The Contractor shall be responsible for any cost associated with the repairs of infrastructure and shall follow the City Pavement Cut Ordinance to include any permits required for such work. In the event of irrigation failure or trees/plants do not have irrigation system and require watering, Contractor shall water them manually at no extra cost to the City of El Paso.
37. All irrigation programs shall be changed as required to accommodate the changing seasons and watering requirements.
38. At the expense of the Contractor, old batteries for the irrigation controllers shall be replaced with new batteries to maintain the system operational.
39. All irrigation equipment and parts, if malfunctioning, shall be replaced to its original condition or better at the Contractor's expense. Repair irrigation system using replacement parts of the Environmental Services Department type and manufacturer as originally installed or any proposed substitute parts shall be submitted for review and approval by Project Manager.
40. Damaged backflow preventers shall be repaired with Environmental Services Department or similar backflow device at the expense of the Contractor. If backflow preventers are damaged beyond repair, then Contractor can request the City of El Paso to provide a new backflow preventer. Contractors shall submit a copy of all repairs along with, if needed, new backflow serial number to the Environmental Services Department designee and PSB within 3 working days.
41. Contractor shall coordinate with Environmental Services Department designee and El Paso Water Utilities to perform backflow preventer testing and after initial testing Contractor shall retested backflow preventer testing once a year. Contractor staff performing test must have current Backflow Prevention Assembly Tester license issued by Texas Commission on Environmental Quality. Contractor shall provide a copy of Backflow Prevention Assembly Test and Maintenance Report to Environmental Services Department designee and El Paso Water Utilities.

All work shall be done in a good and workmanlike manner. Environmental Services Department designee shall notify Contractor's officials if work does not comply with such standards. Contractor will then have 48 hours to address the issues on hand. If issue requires more than 48 hours Contractor shall notify Environmental Services Department designee. Any disagreements concerning performance shall be resolved by the Director. Failure to address issues within time allowed may result in withholding of or deduction to payment. Environmental Services Department Design shall issue Notice of Non-Compliance as deemed necessary for specification's deficiencies.

#### Limits of Operations

- Working Day – A working day shall be any day other than a Sunday or legal holiday of the City of El Paso on which the working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. Unless work is suspended for causes beyond the Contractor's control, Sunday and holidays on which the Contractor's forces engage in regular work requiring the presence of a City Inspector will be considered as work days.



Contractor's Work Hours – Unless other days and hours of work are specifically prescribed in the technical specification, the days and hours which the Contractor may perform work under this contract are specifically limited, a follows:

- The Contractor may not perform any work other than between the hours of 8:00am to 4:00 pm of each working day or as requested by Environmental Services Department designee or as limited by Traffic Control Permit.
- The legal holidays of the City of El Paso are:
  - New Year's Day
  - Martin Luther King's Birthday
  - Memorial Day
  - Fourth of July
  - Labor Day
  - Veteran's Day
  - Thanksgiving Day & the Friday following Thanksgiving Day
  - Christmas Day
  - All other Holidays designated by the City of El Paso

Permission to work outside the hours and days specified above may be granted by the Environmental Services Department Director or Designee but will be granted only under exceptional circumstances involving the safety or convenience of the public.

**EXHIBIT "D"**

# WorkQuest

The right solution.

May 22, 2023

Jesus Yamaguchi  
 City of El Paso – Street & Maintenance  
 7968 San Paulo  
 El Paso, TX 79907

RE: Litter Control Services – Alleyway Cleanup/El Paso Int'l Airport

Dear Mr. Yamaguchi:

Mr. Everardo Sanchez of Border TM Industries, Inc. dba Xceed Resources is submitting the three-year price quote below for the City's review and consideration.

Description	Year	Unit	Approx. Qty.	Unit Price	Annual Price	
Litter Control El Paso Int'l Airport	1	Month	12	\$11,510.98	\$138,131.80	
	2	Month	12	\$11,626.09	\$139,513.12	
	3	Month	12	\$11,742.35	\$140,908.25	
Years 1 – 3					TOTAL	\$418,553.17

	Year	Unit	Approx. Qty.	Unit Price	Annual Price	
New Additions	1	Month	12	\$3,251.55	\$39,018.58	
	2	Month	12	\$3,284.06	\$39,408.77	
	3	Month	12	\$3,316.90	\$39,802.85	
Years 1 – 3					TOTAL	\$118,230.20

	Year	Unit	Approx. Qty.	Unit Price	Annual Price	
Weed Control Six (6) Months	1	Month	6	\$12,964.53	\$77,787.18	
	2	Month	6	\$13,094.18	\$78,565.05	
	3	Month	6	\$13,225.12	\$79,350.70	
Years 1 – 3					TOTAL	\$235,702.93

	Year	Unit	Approx. Qty.	Unit Price	Annual Price	
Rate per Day (As Needed)	1	Days	10	\$648.23	\$6,482.30	
	2	Days	10	\$654.71	\$6,547.10	
	3	Days	10	\$661.26	\$6,612.60	
Years 1 – 3					TOTAL	\$19,642.00

	Year	Unit	Approx. Qty.	Unit Price	Annual Price	
Herbicide	1	Month	12	\$4,584.11	\$55,009.28	
	2	Month	12	\$4,629.95	\$55,559.37	
	3	Month	12	\$4,676.25	\$56,114.97	
Years 1 – 3					TOTAL	\$166,683.62



# WorkQuest

The right solution.

Litter Control Services – Alleyway Cleanup/El Paso Int'l Airport

May 22, 2023

Page 2

Description	Year	Unit	Approx. Qty.	Unit Price	Annual Price
Litter Control Alley Cleanup	1	Month	12	\$21,705.26	\$260,463.11
	2	Month	12	\$21,922.31	\$263,067.74
	3	Month	12	\$22,141.54	\$265,698.42
Years 1 – 3				<b>TOTAL</b>	<b>\$789,229.27</b>

Description	Year	Unit	Approx. Qty.	Unit Price	Annual Price
Cincinnati (Kern Place) Cleanup	1	Month	12	\$523.47	\$6,281.62
	2	Month	12	\$528.70	\$6,344.44
	3	Month	12	\$533.99	\$6,407.88
Years 1 – 3				<b>TOTAL</b>	<b>\$19,033.94</b>

Description	Year	Unit	Approx. Qty.	Unit Price	Annual Price
Cincinnati (Kern Place) Special Pickup	1	Visit	10	\$52.35	\$523.50
	2	Visit	10	\$52.87	\$528.70
	3	Visit	10	\$53.40	\$534.00
Years 1 – 3				<b>TOTAL</b>	<b>\$1,586.20</b>

Description	Year	Approx. Qty.	Total
Bonding	1	1	\$10,000.00
	2	1	\$10,000.00
	3	1	\$10,000.00

Description	Year	Annual Total Amount	Annual Total Amount + Bonding
Litter Control Services Alleyway Cleanup/El Paso Int'l Airport	1	\$583,697.37	\$593,697.37
	2	\$589,534.29	\$599,534.29
	3	\$595,429.67	\$605,429.67
<b>TOTAL</b>		<b>\$1,768,661.33</b>	<b>\$1,798,661.33</b>

Please let me know if you have any questions or recommendations. I look forward to assisting in expediting this contract. Thank you for your continued support of and dedication to local Texans with disabilities.

Best regards,

Henry Hernandez

cc: Everardo M. Sanchez, Executive Director, Xceed Resources