

**MINUTES OF
PARKS AND RECREATION MEETING
OF THE
BOARD OF DIRECTORS**

August 23, 2017

THE STATE OF TEXAS §
COUNTY OF HARRIS §
OAKMONT PUBLIC UTILITY DISTRICT §

The Board of Directors (the "Board") of Oakmont Public Utility District (the "District") met in regular session, open to the public, at Auburn Lakes Recreation Center, the District's designated meeting place inside the boundaries of the District, on Wednesday, August 23, 2017 at 7:00 p.m.; whereupon, the roll was called of the members of the Board, to-wit:

Ty Warren	-	President
Shaun Hebert	-	Vice President
Kerry Simmons	-	Secretary
Bruce Bramlett	-	Assistant Secretary
Tanya Craig	-	Assistant Secretary

All members of the Board were present except Director Bramlett, thus constituting a quorum. However, Director T. Craig entered the meeting after the Landscape Architect's Report.

Also in attendance were: Marilyn Smith, a member of the public; Tina DeAses, and Steven Wright of The Risher Companies, the District's Recreation Manager ("Risher"); Chris Roznovsky and Aaron Bennett of Jones & Carter, the District's Engineer ("J&C" or "Engineer"); and Mallory Craig, Attorney of Coats|Rose, P.C., the District's legal counsel ("Coats|Rose").

WHEREUPON, the meeting was called to order at 7:02 p.m. in accordance with the posted meeting notice, which is attached hereto as Exhibit "A".

APPROVE MINUTES OF MEETINGS

The Board considered approving the minutes of the meeting held July 26, 2017, which were previously distributed for review.

Upon a motion by Director Hebert, seconded by Director Simmons, the Board voted unanimously to approve the minutes of the meeting held July 26, 2017, as presented.

HEAR FROM LANDSCAPE ARCHITECT

The Board recognized Ms. M. Craig, who presented the Landscape Architect’s Report in the absence of the Landscape Architect, a copy of which is attached hereto as Exhibit “B”. Ms. M. Craig reviewed the report and noted that a final pay estimate and certificate of final completion were being presented. Mr. Roznovsky stated that the punch list items have not yet been completed and that payment of the pay estimate and acceptance of the final completion certificate were not recommended.

Ms. M. Craig then noted that the bid for the landscaping project around the recreation center is due to expire on September 6, 2017, and recommended the Board consider taking action.

After discussion, upon a motion by Director Warren, seconded by Director Hebert, the Board voted unanimously to decline to enter into a contract with EarthFirst for the completion of the landscaping and to release the bid bond.

HEAR RECREATION CENTER MANAGER REPORT

The Board recognized Ms. DeAses, who reviewed the recreation activity throughout the month, a copy of which is attached hereto as Exhibit “C”.

After review of the Report and discussion of the action items, upon a motion by Director Simmons, seconded by Director Hebert, the Board voted unanimously to (i) approve the recreation manager’s report, (ii) purchase and install glass for replacement around the clubhouse and fitness center as proposed, (iii) replace the walls and ceiling in the chlorine room, (iv) authorizing painting of the window seals of the pavilion, as presented, (v) authorize replacement of grass behind the clubhouse as presented by EarthFirst for \$400, and (vi) purchase and install window tinting for the windows of the cardio room as presented for a total of \$1989.20.

HEAR ENGINEER’S REPORT

The Board recognized Mr. Roznovsky, who presented a summary of bids received for landscape maintenance throughout the District, a copy of which is attached hereto as Exhibit “D”.

After review and discussion, upon a motion by Director Simmons, seconded by Director Hebert, the Board voted unanimously to award the landscape maintenance contract to Silversand Services and to authorize the District’s engineer and attorney to finalize the agreement.

HEAR FROM RECREATION COMMITTEE

A report was not presented.

HEAR ATTORNEY’S REPORT

The Board recognized Ms. M. Craig who presented the Attorney’s Report.

Consider Lease Agreement

Action was not taken on this matter.

HEAR DIRECTOR REPORTS

Director T. Craig

Director T. Craig presented the Board with a request to reconsider the age of children allowed in the fitness center with adult supervision. Director T. Craig noted that some mothers of young children are not able to use the facility due to their children being too young to enter. Ms. DeAses noted that having children under the age of 13 in the facility, even with parental supervision, created liability and safety issues. The Board discussed the issue.

Director T. Craig made a motion to amend the Fitness Center Rules and Regulations to allow children under the age of 13 in the fitness center with close parental supervision. A second was not made and the motion failed.

No further action was taken on this matter.

Director Warren

Director Warren noted that several residents have complained about the trash service. He stated that he has been working closely with Residential Recycling and Refuse of Texas to correct the issues.

HEAR FROM THE PUBLIC

No comments were presented.

There being no other business to come before the Board, the meeting was adjourned.

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PASSED, APPROVED and ADOPTED this September 27, 2017.

(DISTRICT SEAL)


Secretary, Board of Directors



**OAKMONT PUBLIC UTILITY DISTRICT
NOTICE OF MEETING
PARKS AND RECREATION**

Notice is hereby given pursuant to V.T.C.A., Government Code, Chapter 551, that the Board of Directors of Oakmont Public Utility District will meet in **regular** session, open to the public, at **7:00 p.m.**, on **Wednesday, August 23, 2017**, at the **Auburn Lakes Recreation Center**, a meeting location inside the District, at which meeting the following items will be considered:

1. Consider approving minutes of the recreation meeting held July 26, 2017.
2. Hear report from Recreation Center Manager, and consider acting thereon, including:
 - a. Review and consider approving proposal for installation of security cameras at Fitness Center, Clubhouse, and Pool;
 - b. Consider adopting Order Establishing Pool Party Policy;
 - c. Consider approving amendment with Vangaurd for janitorial services;
 - d. Review and consider approving proposals for purchase of recreation equipment, repairs to facilities, and/or authorizing camps and activities; and
 - e. Consider authorizing Recreation Center Manager to proceed with projects and repairs as directed by the Board.
3. Hear report from Landscape Architect and consider acting thereon, including:
 - a. Approve pay estimates and change orders for construction of "inside-the-fence-facilities";
 - b. Consider taking action regarding Landscape Architect Services Agreement.
4. Hear report from Engineer and consider acting thereon, including:
 - a. Receive update on progress of the recreation center construction.
5. Hear from Recreation Committee on activities during the previous month.
6. Hear from Attorney and consider taking action regarding:
 - a. Discuss and consider approving Storage Space Lease Agreement with Auburn Lakes Homeowner's Association.
7. Hear Directors reports, and consider taking action thereon, including:
 - a. Director T. Craig: consider amending Auburn Lakes Fitness Center Rules and Regulations regarding age of children allowed in facility.
8. Hear from the public.

Pursuant to V.T.C.A. Government Code, Chapter 551, the Board of Directors may convene in closed session in relation to any agenda item included in this Notice, such closed session will be held at the date, hour and place given in this Notice concerning any all subjects for any and all purposes permitted by V.T.C.A. Government Code, Chapter 551, including but not limited to pending or contemplated litigation, security matters and devices, personnel matters, real estate transactions or a private consultation with the attorney for the District on any or all subjects or matters authorized by law.

EXECUTED this 16th day of August, 2017.

(DISTRICT SEAL)



OAKMONT PUBLIC UTILITY DISTRICT

By: Mallory J. Craig
Mallory J. Craig
Coats Rose, P.C.
Attorneys for the District



CERTIFICATE OF POSTING OF NOTICE OF MEETING

THE STATE OF TEXAS §

COUNTY OF HARRIS §

OAKMONT PUBLIC UTILITY DISTRICT §

I, Janice Woodburn, the undersigned, hereby state that I posted the attached Notice of Meeting of the Board of Directors of Oakmont Public Utility District at the administrative office of the District, 9 Greenway Plaza, Suite 1100, Houston, Texas, on August 16, 2017, at 3:00 p.m., which time was not less than 72 hours prior to the scheduled time of the meeting.


(Name)

**OAKMONT PUBLIC UTILITY DISTRICT
NOTICE OF MEETING
PARKS AND RECREATION**

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EXECUTED this 16th day of August, 2017.

(DISTRICT SEAL)



OAKMONT PUBLIC UTILITY DISTRICT

By:

A handwritten signature in cursive script that reads "Mallory J. Craig".

Mallory J. Craig
Coats Rose, P.C.
Attorneys for the District

CERTIFICATE OF POSTING OF NOTICE OF MEETING

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

OAKMONT PUBLIC UTILITY DISTRICT

§

I, Christina N De Ases the undersigned, hereby state that I posted a copy of the attached Notice of Meeting of the Board of Directors of Oakmont Public Utility District at 25005 Northcrest Drive, Spring, Texas, the location inside the boundaries of the District designated for the posting of agendas, on the 16th day of August, 2013 at 4p.m., which time was not less than 72 hours prior to the scheduled time of the special meeting.

Christina N De Ases
(Name)

**OAKMONT PUBLIC UTILITY DISTRICT
NOTICE OF MEETING
PARKS AND RECREATION**

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EXECUTED this 16th day of August, 2017.

(DISTRICT SEAL)



OAKMONT PUBLIC UTILITY DISTRICT

By:

A handwritten signature in blue ink that reads "Mallory J. Craig".

Mallory J. Craig
Coats Rose, P.C.
Attorneys for the District

NIM
JR9

**OAKMONT PUBLIC UTILITY DISTRICT
NOTICE OF MEETING
PARKS AND RECREATION**

1281777
08/16/2017 PERSONAL
\$9.00 MPR - NOTICE MTG

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EXECUTED this 16th day of August, 2017.

(DISTRICT SEAL)



OAKMONT PUBLIC UTILITY DISTRICT

By: *Mallory J. Craig*
Mallory J. Craig
Coats Rose, P.C.
Attorneys for the District

Jan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

17 AUG 16 PM 12:36


FILED

DO NOT DETACH

CERTIFICATE OF POSTING OF NOTICE OF MEETING

THE STATE OF TEXAS §
COUNTY OF HARRIS §
OAKMONT PUBLIC UTILITY DISTRICT §

I, Christina N DeASES the undersigned, hereby state that I posted a copy of the attached Notice of Meeting of the Board of Directors of Oakmont Public Utility District at 25005 Northcrest Drive, Spring, Texas, the location inside the boundaries of the District designated for the posting of agendas, on the 16th day of August, 2013 at 4p.m., which time was not less than 72 hours prior to the scheduled time of the special meeting.

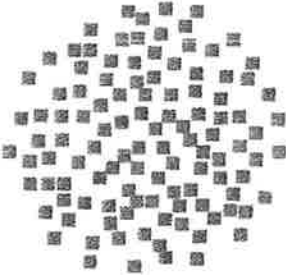

Christina N DeASES
(Name)

4811-0138-0114, v. 1

4811-0138-0114.1/2641.0

sweitzer + associates

13300 Katy Freeway • Houston, Texas 77079
281-496-3111 * fax 281-496-3113



**landscape architects
planning consultants**

**Oakmont Public Utility District
Landscape Status Report**

August 23, 2017

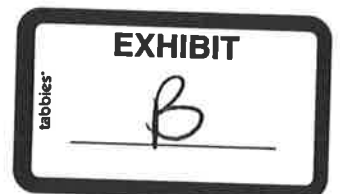
Agenda Item-3

- a. Texana Builders has submitted Certificate and Application for Payment #6 in the amount of \$5,635.00. This amount is for the Balance to Finish including retainage and is recommended for payment. Certificate and Letter of Final Acceptance are attached.

TAS inspection is scheduled for August 31, 2017.

- b. Service Agreement – No Action
- c. Earthfirst Landscape Planting / Irrigation bid is valid until September 6, 2017. Contact Mr. Rob Eberle with intent to accept or decline; 281-371-3600.

End of report





Invoice

Date	Invoice #
8/21/2017	1095

Bill To
Oakmont PUD Recreation Center Imp Northcrest Drive and W. Rayford Road Spring, TX 77338

Please Remit Payment To:

Texana Builders
8945 Long Point Rd
Suite 212
Houston, Texas
77055

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Final Billing - see detail in attached OPA 06	5,635.00	5,635.00
	TX Sales Tax	8.25%	0.00
Please visit our website at: www.texanabuilders.com		Total	\$5,635.00
		Payments	\$0.00
		Balance Due	\$5,635.00

APPROVED

DATE: 8/22/17



One LBJ Plaza, Suite 2000
Houston, TX 77055

TEL: 713.281.4747
FAX: 713.281.4744

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: Oakmont Public Utility District Auburn Lakes Recreation Center

On receipt by the signer of this document of a check on the behalf of Oakmont Public Utility District in the sum of \$ 5,635.00 payable to Texana Builders LLC and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Oakmont Public Utility District located at 25005 Northcrest Drive, Spring, TX 77389.

This release covers a final payment for all labor, services, equipment, or materials furnished to the property or to Texana Builders LLC as indicated in the attached statement(s) or progress payment request(s).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date: 9/21/17

Company Name: Texana Builders LLC

Signature: [Handwritten Signature]

THE STATE OF: Texas §
COUNTY OF: Harris §

This Conditional Waiver and Release on Progress Payment was acknowledged before me on this 21 day of Aug, 2017, by Kean Newman, on behalf of Texana Builders LLC.



Melinda Ong
Notary Public - State of Tx
Expires - 10/1/2019

TO OWNER/CLIENT:
Sweitzer & Associates
13300 Katy Freeway
Houston, 77079

PROJECT:
Oakmont PUD Recreation Center Imp
Northcrest Drive and W. Rayford Road
Spring, Texas 77338

APPLICATION NO: 6
INVOICE NO:
PERIOD 08/01/17 - 08/31/17
PROJECT NO: 17-004
CONTRACT DATE: 03/23/2017

DISTRIBUTION TO:

FROM CONTRACTOR:
Texana Builders, LLC
8945 Long Point Rd #212
Houston, Texas 77055

VIA ARCHITECT/ENGINEER:
Bill Sweitzer (Sweitzer & Associates)

CONTRACT FOR: Oakmont PUD Recreation Center Improvements Prime Contract
CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached

1. Original Contract Sum	\$ 629,682.20
2. Net change by change orders	<u>\$ 48,116.46</u>
3. Contract sum to date (Line 1 ± 2)	<u>\$ 677,798.66</u>
4. Total completed and stored to date (Column G on detail sheet)	<u>\$ 677,798.66</u>
5. Retainage:	
a. 0.00% of completed work	\$ 0.00
b. 0.00% of stored material:	<u>\$ 0.00</u>
Total retainage (Line 5a + 5b or total in column I of detail sheet)	<u>\$ 0.00</u>
6. Total earned less retainage (Line 4 less Line 5 Total)	<u>\$ 677,798.66</u>
7. Less previous certificates for payment (Line 6 from prior certificate)	<u>\$ 672,163.66</u>
8. Current payment due.	<u>\$ 5,635.00</u>
9. Balance to finish, including retainage (Line 3 less Line 6)	\$ 0.00

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Texana Builders, LLC

By: *[Signature]*

Date: 8/21/2017

State of:

County of:

Subscribed and sworn to before me this

Harris
Kenn Newmann
day of *Aug* 2017

Notary Public:

Melinda Ong

My commission expires:

10/1/2019



ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED:

\$ 5,635.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified)

ARCHITECT/ENGINEER:

By: *[Signature]*

Date: 8/22/17

This certificate is not negotiable. The amount certified is payable only to the contract named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client	\$ 48,116.46	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
Totals:	\$ 48,116.46	\$ 0.00
Net change by change orders:	\$ 48,116.46	

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 6
APPLICATION DATE
PERIOD 08/01/17 - 08/31/17
ARCHITECTS/ENGINEERS PROJECT NO

Contract Lines

ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	01 General Liability-01100 - General Liability & WC	GL, WC, and P & P Bond	\$ 15,633.00	\$ 15,633.00	\$ 0.00	\$ 0.00	\$ 15,633.00	100.00%	\$ 0.00	\$ 0.00
2	01 General Liability-01310 - Project Superintendent		\$ 32,424.94	\$ 32,424.94	\$ 0.00	\$ 0.00	\$ 32,424.94	100.00%	\$ 0.00	\$ 0.00
3	01 General Liability-01440 - Surveying		\$ 5,500.00	\$ 5,500.00	\$ 0.00	\$ 0.00	\$ 5,500.00	100.00%	\$ 0.00	\$ 0.00
4	01 General Liability-01460 - Professional Services		\$ 2,500.00	\$ 2,500.00	\$ 0.00	\$ 0.00	\$ 2,500.00	100.00%	\$ 0.00	\$ 0.00
5	01 General Liability-01500 - Permits		\$ 2,800.00	\$ 2,800.00	\$ 0.00	\$ 0.00	\$ 2,800.00	100.00%	\$ 0.00	\$ 0.00
6	01 General Liability-01540 - Drawings		\$ 350.00	\$ 350.00	\$ 0.00	\$ 0.00	\$ 350.00	100.00%	\$ 0.00	\$ 0.00
7	01 General Liability-01600 - Dumpsters		\$ 3,240.00	\$ 3,240.00	\$ 0.00	\$ 0.00	\$ 3,240.00	100.00%	\$ 0.00	\$ 0.00
8	01 General Liability-01610 - Temporary Toilets		\$ 623.08	\$ 623.08	\$ 0.00	\$ 0.00	\$ 623.08	100.00%	\$ 0.00	\$ 0.00
9	01 General Liability-01700 - Temporary Fencing/Partitions		\$ 1,500.00	\$ 1,500.00	\$ 0.00	\$ 0.00	\$ 1,500.00	100.00%	\$ 0.00	\$ 0.00
10	01 General Liability-01800 - Cleaning & Protection		\$ 5,552.47	\$ 5,552.47	\$ 0.00	\$ 0.00	\$ 5,552.47	100.00%	\$ 0.00	\$ 0.00
11	01 General Liability-01850 - Final Clean		\$ 5,000.00	\$ 5,000.00	\$ 0.00	\$ 0.00	\$ 5,000.00	100.00%	\$ 0.00	\$ 0.00
12	01 General Liability-01900 - Fuel		\$ 3,738.46	\$ 3,738.46	\$ 0.00	\$ 0.00	\$ 3,738.46	100.00%	\$ 0.00	\$ 0.00
13	02 Site Construction-02100 - Demolition		\$ 5,059.00	\$ 5,059.00	\$ 0.00	\$ 0.00	\$ 5,059.00	100.00%	\$ 0.00	\$ 0.00
14	02 Site Construction-02200 - Permanent Site Fencing		\$ 5,140.00	\$ 5,140.00	\$ 0.00	\$ 0.00	\$ 5,140.00	100.00%	\$ 0.00	\$ 0.00
15	02 Site Construction-02300 - Earthwork		\$ 12,000.00	\$ 12,000.00	\$ 0.00	\$ 0.00	\$ 12,000.00	100.00%	\$ 0.00	\$ 0.00
16	03 Concrete-03300 - Turnkey Concrete	Slab, Topping, Sidewalks, Deck Repair	\$ 38,118.25	\$ 38,118.25	\$ 0.00	\$ 0.00	\$ 38,118.25	100.00%	\$ 0.00	\$ 0.00
17	03 Concrete-03500 - Specialty Concrete	Cool Deck	\$ 41,301.00	\$ 41,301.00	\$ 0.00	\$ 0.00	\$ 41,301.00	100.00%	\$ 0.00	\$ 0.00

ITEM NO	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
				18	04 Masonry-04500 - Cast Stone					
19	06 Wood & Plastic-06100 - Rough Carpentry	Framing	\$ 64,514.43	\$ 64,514.43	\$ 0.00	\$ 0.00	\$ 64,514.43	100.00%	\$ 0.00	\$ 0.00
20	06 Wood & Plastic-06200 - Finish Carpentry		\$ 3,600.00	\$ 3,600.00	\$ 0.00	\$ 0.00	\$ 3,600.00	100.00%	\$ 0.00	\$ 0.00
21	07 Thermal & Moisture Protection-07100 - Waterproofing		\$ 2,800.00	\$ 2,800.00	\$ 0.00	\$ 0.00	\$ 2,800.00	100.00%	\$ 0.00	\$ 0.00
22	07 Thermal & Moisture Protection-07200 - Insulation		\$ 1,380.00	\$ 1,380.00	\$ 0.00	\$ 0.00	\$ 1,380.00	100.00%	\$ 0.00	\$ 0.00
23	07 Thermal & Moisture Protection-07300 - Composition Roof		\$ 7,961.35	\$ 7,961.35	\$ 0.00	\$ 0.00	\$ 7,961.35	100.00%	\$ 0.00	\$ 0.00
24	08 Doors & Windows-08200 - Wood Doors and Frames		\$ 8,271.65	\$ 8,271.65	\$ 0.00	\$ 0.00	\$ 8,271.65	100.00%	\$ 0.00	\$ 0.00
25	08 Doors & Windows-08300 - Specialty Doors	Overhead Doors	\$ 7,424.00	\$ 7,424.00	\$ 0.00	\$ 0.00	\$ 7,424.00	100.00%	\$ 0.00	\$ 0.00
26	08 Doors & Windows-08500 - Windows		\$ 16,563.18	\$ 16,563.18	\$ 0.00	\$ 0.00	\$ 16,563.18	100.00%	\$ 0.00	\$ 0.00
27	09 Finishes-09200 - Stucco		\$ 23,850.00	\$ 23,850.00	\$ 0.00	\$ 0.00	\$ 23,850.00	100.00%	\$ 0.00	\$ 0.00
28	09 Finishes-09250 - Drywall Partitions		\$ 9,170.00	\$ 9,170.00	\$ 0.00	\$ 0.00	\$ 9,170.00	100.00%	\$ 0.00	\$ 0.00
29	09 Finishes-09690 - Rubber Flooring		\$ 12,815.39	\$ 12,815.39	\$ 0.00	\$ 0.00	\$ 12,815.39	100.00%	\$ 0.00	\$ 0.00
30	09 Finishes-09700 - Wall Coverings	Office Remodel	\$ 5,500.00	\$ 5,500.00	\$ 0.00	\$ 0.00	\$ 5,500.00	100.00%	\$ 0.00	\$ 0.00
31	09 Finishes-09800 - Granite Countertops		\$ 3,129.00	\$ 3,129.00	\$ 0.00	\$ 0.00	\$ 3,129.00	100.00%	\$ 0.00	\$ 0.00
32	09 Finishes-09900 - Paints & Coatings	Painting	\$ 17,085.00	\$ 17,085.00	\$ 0.00	\$ 0.00	\$ 17,085.00	100.00%	\$ 0.00	\$ 0.00
33	10 Specialties-10200 - Louvers & Vents		\$ 4,275.00	\$ 4,275.00	\$ 0.00	\$ 0.00	\$ 4,275.00	100.00%	\$ 0.00	\$ 0.00
34	10 Specialties-10520 - Fire Protection Specialties		\$ 1,350.00	\$ 1,350.00	\$ 0.00	\$ 0.00	\$ 1,350.00	100.00%	\$ 0.00	\$ 0.00
35	10 Specialties-10600 - Partitions		\$ 6,536.00	\$ 6,536.00	\$ 0.00	\$ 0.00	\$ 6,536.00	100.00%	\$ 0.00	\$ 0.00

CONTINUATION SHEET

DOCUMENT DETAIL SHEET

ITEM NO	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
				36	13 Special Construction-13150 - Swimming Pools					
37	15 Mechanical - Mechanical		\$ 2,800.00	\$ 2,800.00	\$ 0.00	\$ 0.00	\$ 2,800.00	100.00%	\$ 0.00	\$ 0.00
38	15 Mechanical-15400 - Plumbing		\$ 25,780.00	\$ 25,780.00	\$ 0.00	\$ 0.00	\$ 25,780.00	100.00%	\$ 0.00	\$ 0.00
39	16 Electrical - Electrical		\$ 48,901.58	\$ 48,901.58	\$ 0.00	\$ 0.00	\$ 48,901.58	100.00%	\$ 0.00	\$ 0.00
40	19 Contractor Fee-000 - Contractor Fee		\$ 62,495.00	\$ 62,495.00	\$ 0.00	\$ 0.00	\$ 62,495.00	100.00%	\$ 0.00	\$ 0.00
TOTALS:			\$ 629,682.20	\$ 629,682.20	\$ 0.00	\$ 0.00	\$ 629,682.20	100.00%	\$ 0.00	\$ 0.00

Whole Change Order Packages

ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
			41	PCCO#001 Pool Deck Drains / Painting of Pool Accessories					
42	PCCO#002 New Ceiling Fans For Existing Fitness Room	\$ 816.50	\$ 816.50	\$ 0.00	\$ 0.00	\$ 816.50	100.00%	\$ 0.00	\$ 0.00
43	PCCO#003 Paint Existing Walls and Ceiling In Existing Fitness Area	\$ 2,687.55	\$ 2,687.55	\$ 0.00	\$ 0.00	\$ 2,687.55	100.00%	\$ 0.00	\$ 0.00
44	PCCO#004 Feature Pump and Filler Pump Repairs	\$ 15,651.40	\$ 15,651.40	\$ 0.00	\$ 0.00	\$ 15,651.40	100.00%	\$ 0.00	\$ 0.00
45	PCCO#005 Change Electrical Outlets and Switches	\$ 368.00	\$ 368.00	\$ 0.00	\$ 0.00	\$ 368.00	100.00%	\$ 0.00	\$ 0.00
46	PCCO#006 Replace 10 HP Motor	\$ 4,369.26	\$ 4,369.26	\$ 0.00	\$ 0.00	\$ 4,369.26	100.00%	\$ 0.00	\$ 0.00
47	PCCO#007 MM-100 Moisture Mitigation	\$ 2,844.53	\$ 2,844.53	\$ 0.00	\$ 0.00	\$ 2,844.53	100.00%	\$ 0.00	\$ 0.00
48	PCCO#008 Remove water fountain	\$ 460.00	\$ 460.00	\$ 0.00	\$ 0.00	\$ 460.00	100.00%	\$ 0.00	\$ 0.00
49	PCCO#009 Rope anchors	\$ 1,063.75	\$ 1,063.75	\$ 0.00	\$ 0.00	\$ 1,063.75	100.00%	\$ 0.00	\$ 0.00
50	PCCO#011 Install Stucco siding on cupola	\$ 3,547.75	\$ 3,547.75	\$ 0.00	\$ 0.00	\$ 3,547.75	100.00%	\$ 0.00	\$ 0.00
51	PCCO#010 Added dedicated plug	\$ 97.75	\$ 97.75	\$ 0.00	\$ 0.00	\$ 97.75	100.00%	\$ 0.00	\$ 0.00
52	PCCO#012 Mail Box	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	100.00%	\$ 0.00	\$ 0.00

CONTINUATION SHEET

DOCUMENT DETAIL SHEET

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G / C)	I BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
53	PCCO#012: Mail Box	\$ 684.97	\$ 684.97	\$ 0.00	\$ 0.00	\$ 684.97	100.00%	\$ 0.00	\$ 0.00
54	PCCO#013: Stucco on Cupola	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	100.00%	\$ 0.00	\$ 0.00
55	PCCO#014: Stucco on Cupola	\$ 3,565.00	\$ 3,565.00	\$ 0.00	\$ 0.00	\$ 3,565.00	100.00%	\$ 0.00	\$ 0.00
56	PCCO#015: Exhaust fans in pump and chlorine room	\$ 5,635.00	\$ 0.00	\$ 5,635.00	\$ 0.00	\$ 5,635.00	100.00%	\$ 0.00	\$ 0.00
TOTALS:		\$ 48,116.46	\$ 42,481.46	\$ 5,635.00	\$ 0.00	\$ 48,116.46	100.00%	\$ 0.00	\$ 0.00

Grand Totals

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G / C)	I BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$ 677,798.66	\$ 672,163.66	\$ 5,635.00	\$ 0.00	\$ 677,798.66	100.00%	\$ 0.00	\$ 0.00

DOCUMENT DETAIL SHEET - APPLICATION AND CERTIFICATE FOR PAYMENT




CERTIFICATE OF FINAL ACCEPTANCE

PROJECT NAME: Construction of Oakmont Public Utility District Auburn Lakes Recreation Center Improvements Harris County, Texas	PROJECT NO: 216-027
OWNER: Oakmont Public Utility District Attn. Ty Warren Oakmont President c/o Coats Rose 9 Greenway Plaza Ste. 1100 Houston, Texas 77046	DATE: 8/22/2017
CONTRACTOR: Texana Builders 8945 Long Point Houston, TX 77055	CONTRACT DATE: 3/9/2017
LANDSCAPE ARCHITECT: Sweitzer + Associates 13300 Katy Frwy. Houston Texas, 77079	CONTRACT SUM: \$677,798.66

The Work performed under this Contract has been reviewed and found to be complete and has reached Final Acceptance. The Date of Final Acceptance of the Work is defined as the Date Certified by the Architect/Engineer upon which the Work is fully complete in all aspects, and which the Owner accepts the Contractor's work as complete. The Date of Final Acceptance of the Project, or portion thereof designated above, is also the basis for commencement of the DURATION of applicable warranties required by the Contract Documents. The Warranty Period is defined in the Contract Documents as commencing with Substantial Completion(s) and continuing for one (1) calendar year from the Date of Final Acceptance. This date shall correspond to the date of the Architect/Engineer's approval on the final pay application unless otherwise agreed upon in writing. In the event of a disparity between the date of the Architect/Engineer's approval and this form, if no other written agreement exists as to the date of final acceptance, this form shall constitute such agreement and it shall govern as the date of Final Acceptance.

DATE OF SUBSTANTIAL COMPLETION: 7/18/2017	DATE OF FINAL ACCEPTANCE: 8/22/2017	DATE OF WARRANTY EXPIRATION: 8/22/2018
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PREPARED BY Sweitzer + Associates Landscape Architects, Inc.  Bill Sweitzer 8/22/17 Date	REVIEWED BY Texana Builders _____ _____ Date	RECIEVED BY Oakmont Public Utility District _____ President of District _____ Date
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**Auburn Lakes Recreation Center:
Oakmont Public Utility District
Monthly Report – August 2017**



RISHER FITNESS MANAGEMENT

**Prepared by: Tina DeAses, Recreation Director
Risher Fitness Management, Inc.**

Risher Fitness Management, Inc. has been contracted to manage the Auburn Lakes Recreation Center.



**Auburn Lakes Recreation Center and Risher Fitness Management
Mission Statement**

Our mission here at Risher Fitness Management is to provide safe and fun recreation, fitness, special events, and wellness opportunities for all residents. We strive to promote and enhance healthy lifestyles and well-being in a welcoming environment for both children and adults alike. Providing a clean, fun, and quality experience in every one of the recreation centers we manage with qualified and certified employees. We aim to offer you with the best and most positive environment you will find in any community recreational setting. Through quality customer service and community activities we hope to bring each community closer together.

Employees

The employees at the Auburn Lakes Recreation Center working under Risher Fitness Management, Inc. (RFM) for the month included:

- Management Team:
 - Devin Anderson, Aubrey Harrison, Kyle Mendez, Savannah Rutledge, Zachary Thompson

Fitness Center

	07/24 - 07/31	08/01 – 08/08	08/09 – 08/16	08/17-08/18
Fitness Center Count	427	404	362	101

Clubhouse

Group Fitness Classes July 21 – August 18	PiYo, Boot Camp, and Water Aerobics	35 participants
Special Events	Salad in a Jar	7
Resident Reservation	1	30-50

Pool

	07/24 - 07/30	07/31 – 08/06	08/07 – 08/13/17	08/14- 08/18
Pool Count	1597	935	1091	935
Highest Daily Count	394	236	334	288

Retention Ponds

Both retention pond walking tracks are in okay shape. Performed basic maintenance including trash, checked waste station bag levels and walked track at ponds.

Maintenance / Upcoming Projects

Project Details	Location	Cost	Timeline
Thomas Glenn Construction- Foggy Glass / Damaged Doors ** Found additional glass panels that needed to be replaced & installed structural framing in fitness center door. Add \$512.00	Fitness Center / Clubhouse	Paid Deposit	Will begin work 08.22 and finish 08.25
Add FRP to walls & ceiling of chlorine room	Pool - Chlorine Room	See: Rec 9	2-3 day timeline
Paint windows on cupola & at pool pavilion	Pool Pavilion	See: Rec 10	1-2 day timeline
Repair oxidizing pool ladders	Pool	0	Weekly task for staff
Install eqpt in sidewalk expansion joints, perform mortar repair outside buildings, replace wood trim inside and outside under windows	Entry in front of fitness center and clubhouse	Daily rate \$250.00 + supplies	See Slab Gasket Samples
Dead grass spots	Grassy area at Rec Center	See: Rec 11	
Tinting windows in Cardio Room	Fitness Center	See Rec 12	

Monthly Expenses:

Company	Invoice/Service	Cost
Vanguard	Cleaning all areas 1/ week (will add \$55 to clean pool pavilion)	\$281.00
AT & T phone	2 land lines	\$105.95
AT & T internet	Wi-Fi	\$55.00
Direct TV	Clubhouse tv	\$151.90
Ready Refresh	Water Service	\$29.99
Comcast	Cable Service for Cardio Room	\$291.73 (\$162.50 monthly)
Supplies (July 25-Aug 22)	Home Depot	\$83.76
	Walmart	\$405.18
	Fed Ex Office	\$21.33
	Amazon	\$470.95
	Pave Patch	\$8.61
	Risher	\$409.81
	Lowe's	\$80.91
	Total	\$2396.12

Special Situations:

Company	Invoice/Service	Cost
Gordon	Convert pool locks to master & pool keys	\$504.00
A + Spring Electric	Pool Chlorine Room & Fitness Center timer	\$200.00
Morris Pest Control	Spraying new building 07.31	\$65.00
	Ants & quarterly spraying 08.16	\$135.00
	Spraying grass area for ants 08.21	\$135.00
Tex-Ace - handyman	Installed high flow toilet parts, replaced exit signs, replaced emergency lights, removed fire emergency sign	\$250.00
	Total	\$1289.00

Monthly Income July 25 – August 18

Source	Credit
Pool Passes	\$200.00
Clubhouse Rentals	\$375.00
Rec Pass	\$120.00
Total	\$695.00

Discussion Items

Rec 9 Add FRP to walls & ceiling of chlorine room

\$650.00

Cover all 4 walls & ceiling, floor to ceiling with FRP. White water-resistant sheeting to protect against the chlorine.



Rec 10 Paint trim of windows at cupola

\$500.00

Paint the 4 sets of windows on the cupola and five 1st story windows, to match the existing tan windows. We will use Sherwin Williams paint designed for adhering to vinyl. We will provide color information.

Painting on the interior side of the cupola windows is an additional \$500.00



Rec 11: Dead grass spots

Still accepting quotes

Add grass to dead grass spots behind the Auburn Lakes Rec Center. Approximately 1,200 square foot

Quote 1: Champions Hydro-Lawn \$2566.08

86 lbs of Bermuda, 500 lbs of fertilizer. Hand rake to scarify the seed bed, broadcast see & fertilize.

Quote 2: Earth First \$400.00

Lightly raking the area and putting down some soil amendments and hand seeding it with Bermuda. And then coming back about 10 days later and hitting it with some fertilizer. Also put in a proper program on the irrigation controller.

Quote 3: Turf Masters \$6,000.00

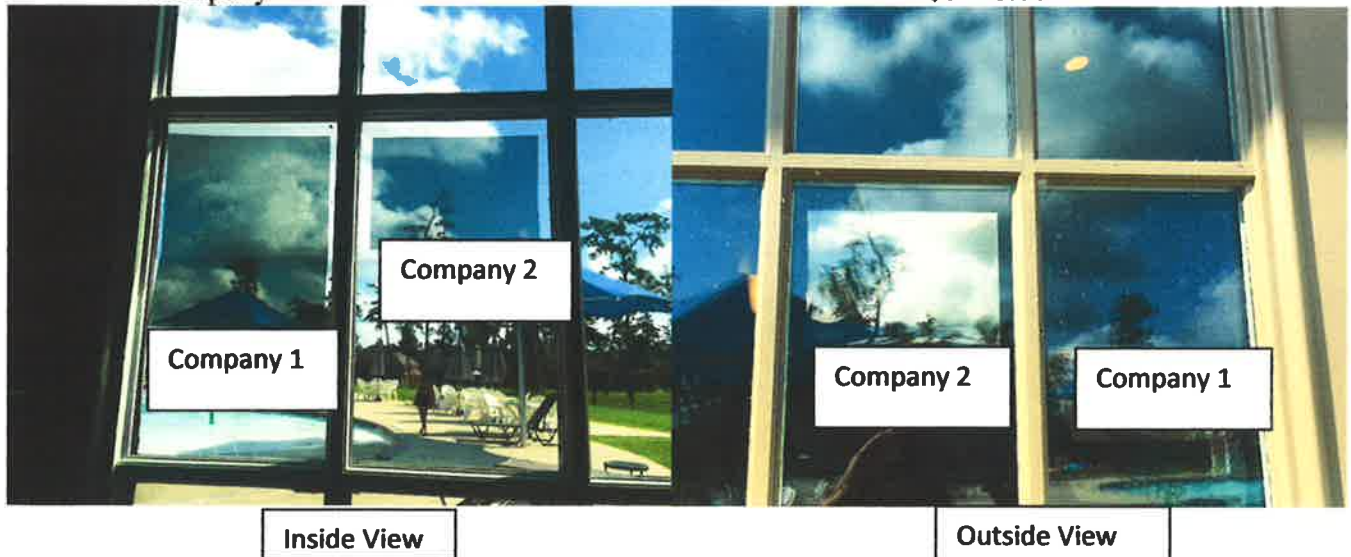
We will cut out the said area that was pointed out, dead grass areas. Level and prep for sod. Replacing with Bermuda sod. Will haul off cut out grass.



Rec 12: Tinting cardio room windows

Company 1: Fine Line \$1989.20* Recommended

Company 2: Sun Master \$1116.00





AREAS TO BE SERVICED:

CLUB HOUSE AND FITNESS CENTER

**NOTE: ALL GREEN/ECO FRIENDLY CLEANING SOLUTIONS PROVIDED BY VANGUARD.
SEPARATE (JOB SPECIFIC) CLEANING SOLVENTS/SOLUTIONS ARE USED IN THE CLEANING OF
 WINDOWS, RESTROOMS, FLOORS, KITCHEN, ETC.**

PRICING AND SPECIFICATIONS

CUSTOMER	SPECIFICATIONS	
Oakmont Public Utilities District 25005 Northcrest Dr Spring, TX 77389	PRICE	\$391.00 Per Month 1 Time Per Week
	FREQUENCY	1 X WEEK
	START TIME	TBD

Additional Services:

*Carpet Shampoo (Club House)--\$337.00 per occurrence
 Carpet Shampoo (Fitness Center)--\$170.00 per occurrence*

*Special Request Cleaning--\$25.00 x 4 hours (minimum) per occurrence
 **Advanced notice is required*

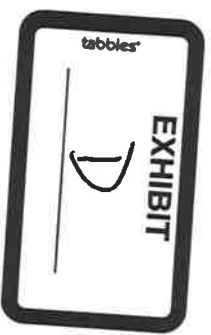
Fitness Equipment Disinfect--\$25.00 per occurrence

**SPECIAL NOTE: Both areas MUST be cleaned at the same time for regular cleaning. For accounting purposes, breaking down each building
 --Club House at 1 time a week--\$188.00 and Fitness Center--\$93.00**

10% initial discount on any of the "consumables" listed above on page 8 if ordered at the time of contract signing.

**Summary Proposals
Landscape Maintenance
Oakmont Public Utility District
August 23, 2017**

Service	Earthfirst Landscapes	Silversand Services	Monarch Landscape Management	I.M.S. Landscape Services	Brookway	Champions Hydro-Lawn
Mowing and Edging	42 Trips	42 Trips	43 Trips	42 Trips	42 Trips	42 Trips Rec/52 Trips Ponds
Shrub and Ground Cover Trimming	21 Trips	6 Times Per Year	26 Trips	Monthly	Monthly	Not Specified
Tree Trimming	Monthly	Annual	Annual	Annual	4 Light/1 Major	Annual
Prune Crepe Myrtles	Annual	Annual	Annual	Annual	Annual	Not Specified
Tree Fertilization	Not Specified	Not Specified	Semi Annual	Annual	Annual	Semi Annual
Turf Fertilization	Semi Annual	Semi Annual	Semi Annual	Semi Annual	Semi Annual	4 Times Rec/2 Times Ponds
Ornamental Fertilization	Semi Annual	3 Times Per Year	Not Specified	6 Times Per Year	Semi Annual	Not Specified
Fire Ant Treatment	Not Specified	Not Specified	Not Specified	3 Times Per Year	Annual	Annual Rec/Semi Annual Ponds
Fire Ant Spot Treatment	42 Trips	Monthly	3 Times Per Year	42 Trips	42 Trips	Monthly
Weed Control on Trails	Monthly	Monthly	Monthly	Monthly	16 Times Per Year	Not Specified
Irrigation Checks	Monthly	6 Times Per Year	6 Times Per Year	Monthly	Monthly	Monthly
Mulch Application	Semi Annual	Annual	Annual	Semi Annual	Semi Annual	Annual
Plant of Annuals	Semi Annual	3 Times Per Year	3 Times Per Year	Semi Annual	Semi Annual	3 Times Per Year
Light Trash Removal	42 Trips	42 Trips	43 Trips	42 Trips	42 Trips	52 Trips
Empty Trash Bins and Doggie Stations	Not Specified	42 Trips	Not Specified	Not Specified	42 Trips	52 Trips
Hourly Rate: Licensed Irrigator Repair	\$85/ man hr	\$75/man hr	\$70/man hr; \$135/ man hr after hours	Not Specified	\$75/man hr	\$95/ man hr; \$195/man hr after hours
Hourly Rate: Heavy Cleaning/Gen. Cleanup	Not Specified	\$35/man hr	\$35/man hr	Not Specified	\$35/man hr	\$45/man hr
Schedule	Not Specified	Not Specified	Wednesday-Friday	Not Specified	Not Specified	Wednesday-Friday
1295 Provided	Yes	Yes	Yes	Yes	Yes	Yes
Total Estimated Annual Cost	\$ 40,558.59	\$ 42,689.12	\$ 60,194.16	\$ 65,680.14	\$ 68,002.67	\$ 146,808.00
Notes:	Proposal submitted on August 21st which was after August 18th deadline.		- 1 free smart irrigation controller at startup - 36 month contract with early termination fee			



Roger McCullar - (713) 722-0336

August 17, 2017

Silversand Services

Landscape Management - Interiorscapes - Holiday Decorating

Oakmont Public Utility District

From Expectations to Results

www.silversandservices.com



2827 Barker Cypress Houston, Texas 77084 Phone: 713-722-0336 Fax : 713-722-8160

Silversand Services

August 17, 2017

Oakmont Public Utility District

Attention: Mr. Chris Roznovsky & Mr. Aaron Bennett

Dear Mr. Roznovsky & Mr. Aaron Bennett,

Silversand Services greatly appreciates the opportunity being given to bid on the landscape maintenance contract for the Oakmont P.U.D.

Great care and attention has been taken during the preparation of this proposal. The designated areas have been thoroughly examined and measured to determine how best to meet the needs and the specifications you have established.

If selected as the provider of services, we will assign an account service manager to make sure that you have ongoing knowledge of your property and its needs. That person will be available to answer questions and to address any issues immediately as they arise. **We will treat this community as our own!**

Please do not hesitate to contact us if you have any questions or need additional information regarding our recommendations. We are available to introduce our proposal in person if the opportunity arises.

We look forward to being of assistance to the Oakmont Public Utility District and the Auburn Lakes community and hope that we are selected as your provider of services on this project.

Thank you,

Roger McCullar

Exhibit A

FCS ID 3662.01

Task	Total Area / Qty	Unit	Visits/Year	Total Task	Total Annual
TURF CARE					
Manicured Mowing	395,595	Sq.ft.	42	\$225.00	\$9,450.00
Manicured Edging	16,573	Ln. Ft.	42	\$60.00	\$2,520.00
Manicured Edge Tree Ring	2,484	Ln. Ft.	42	\$30.00	\$1,260.00
Trim (Monofilament)	16,573	Ln. Ft.	42	\$150.00	\$6,300.00
Blowing	19,500	Ln. Ft.	42	\$81.25	\$3,412.50
Weed Control/Pre-emergent	395,595	Sq.ft.	1	\$1,384.93	\$1,384.93
Weed Control/Post Emergent	395,595	Sq.ft.	1	\$794.62	\$794.62
Fertilization	395,595	Sq.ft.	2	\$1,385.00	\$2,770.00
SHRUB - GROUND COVE					
Shrub Pruning	2,220	Sq.ft.	6	\$22.20	\$133.20
Ground Cover Pruning	2,210	Sq.ft.	6	\$9.21	\$55.25
Shrub/Ground Cover Fertilization	4,430	Sq.ft.	2	\$17.75	\$35.50
FLORAL CARE					
Weed Removal	203	Sq.ft.	42	\$4.23	\$177.66
Fertilization	203	Sq.ft.	3	\$2.23	\$6.70
TREE CARE					
Pruning/6" Cal. & Below	41	Each	1	\$341.67	\$341.67
Pruning / Crape Myrtle	11	Each	1	\$91.67	\$91.67
SOIL BED/ TREE CARE					
Weed Control (Manual)	4,430	Sq.ft.	42	\$14.77	\$620.24
Mulch	696	Sq.ft.	1	\$1,950.00	\$1,950.00
MISC. CARE					
Spray Lines	39,559.5	Ln. Ft.	12	\$120.00	\$1,440.00
Fire Ant Control	79,119	Sq.ft.	12	\$97.52	\$1,170.19
Irrigation Inspection	395,595	Sq.ft.	6	\$395.00	\$2,370.00
OTHE					
Debris Removal	395,595	C yd.	42	\$50.00	\$2,100.00
Seasonal Color	203	Sq.ft.	3	\$945.00	\$2,835.00
ADDITIONAL			42	35.00	1,470.00

Notes:

TAX EXEMPT - 76-0118286
Heavy cleaning ; \$ 35.00 man/hr
Irrigation rate : \$ 75.00 man/crew/hr

Controllers
Size Qty

24	
48	
96	

30 Cu. Yd. Mulch **Black**
27 Seasonal Color Flats
8" Spacing

Total Tasks	\$41,219.12
Total Adds	\$1,470.00
Sub Total	\$42,689.12

Approved By: _____

Printed Name: _____

Title: _____

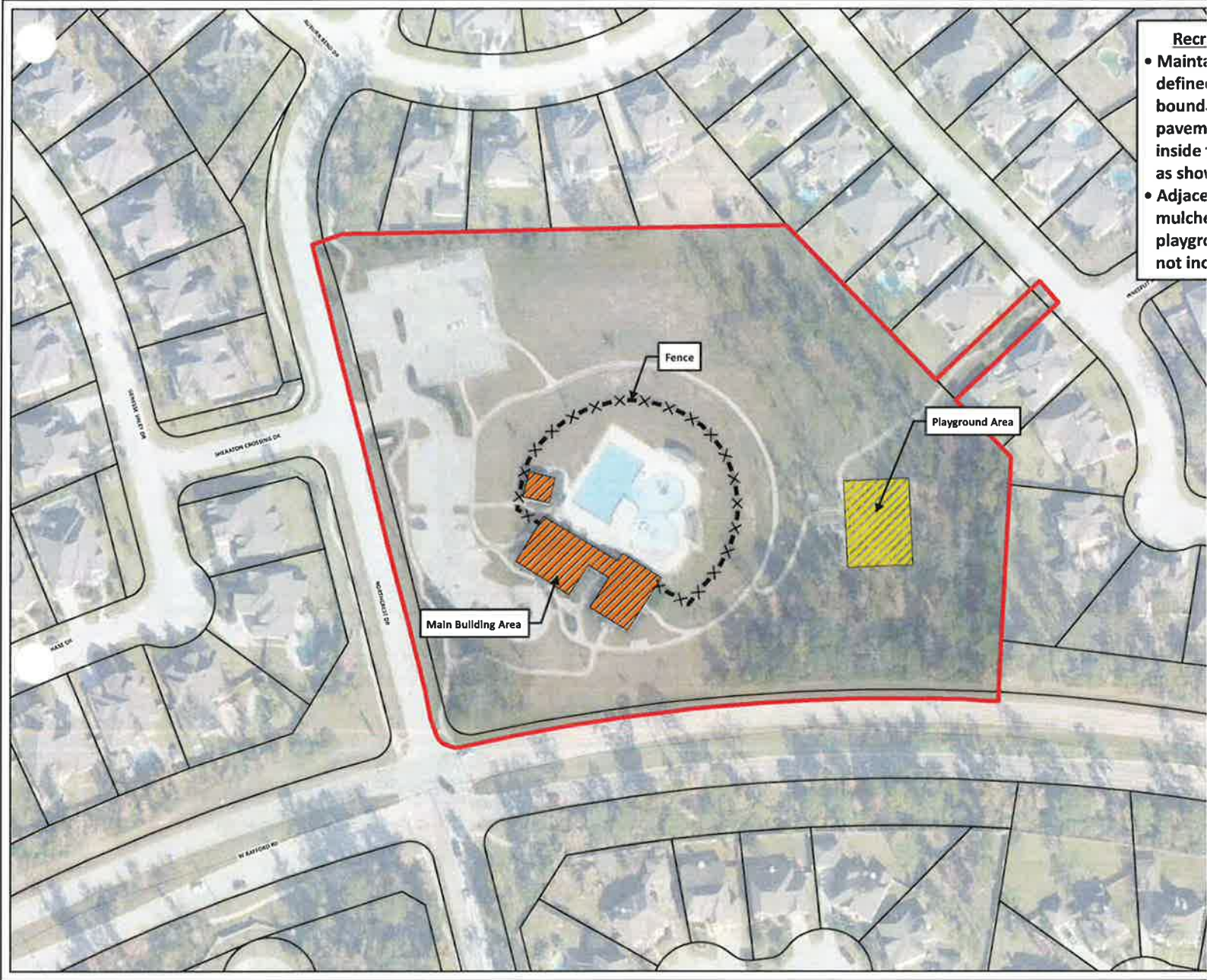
Date: _____

Tax _____

Grand Total **\$42,689.12**

Monthly w/ tax **\$3,557.43**





- Recr**
- Maint: define bound pavem inside as show
 - Adja: mulche playgr not inc

Fence

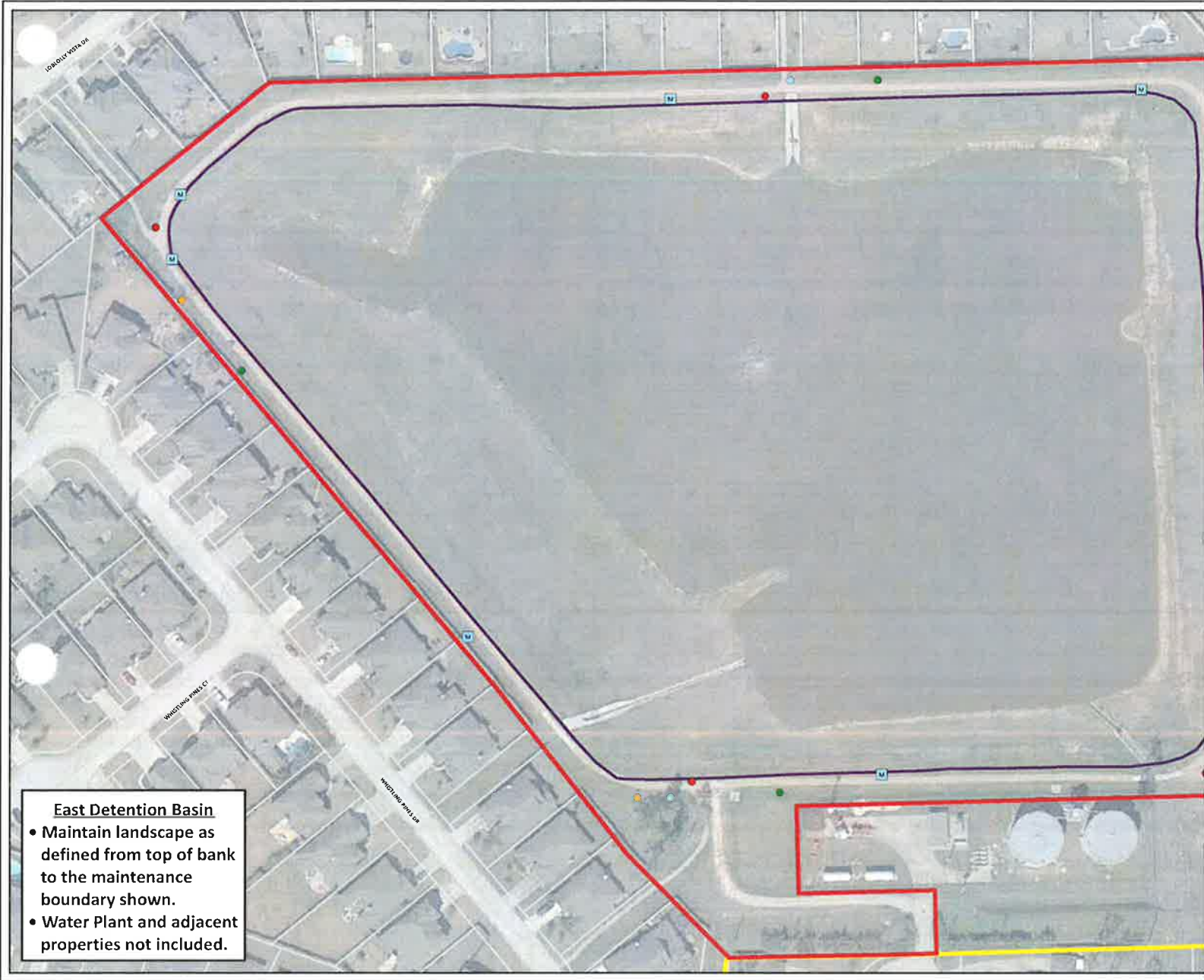
Playground Area

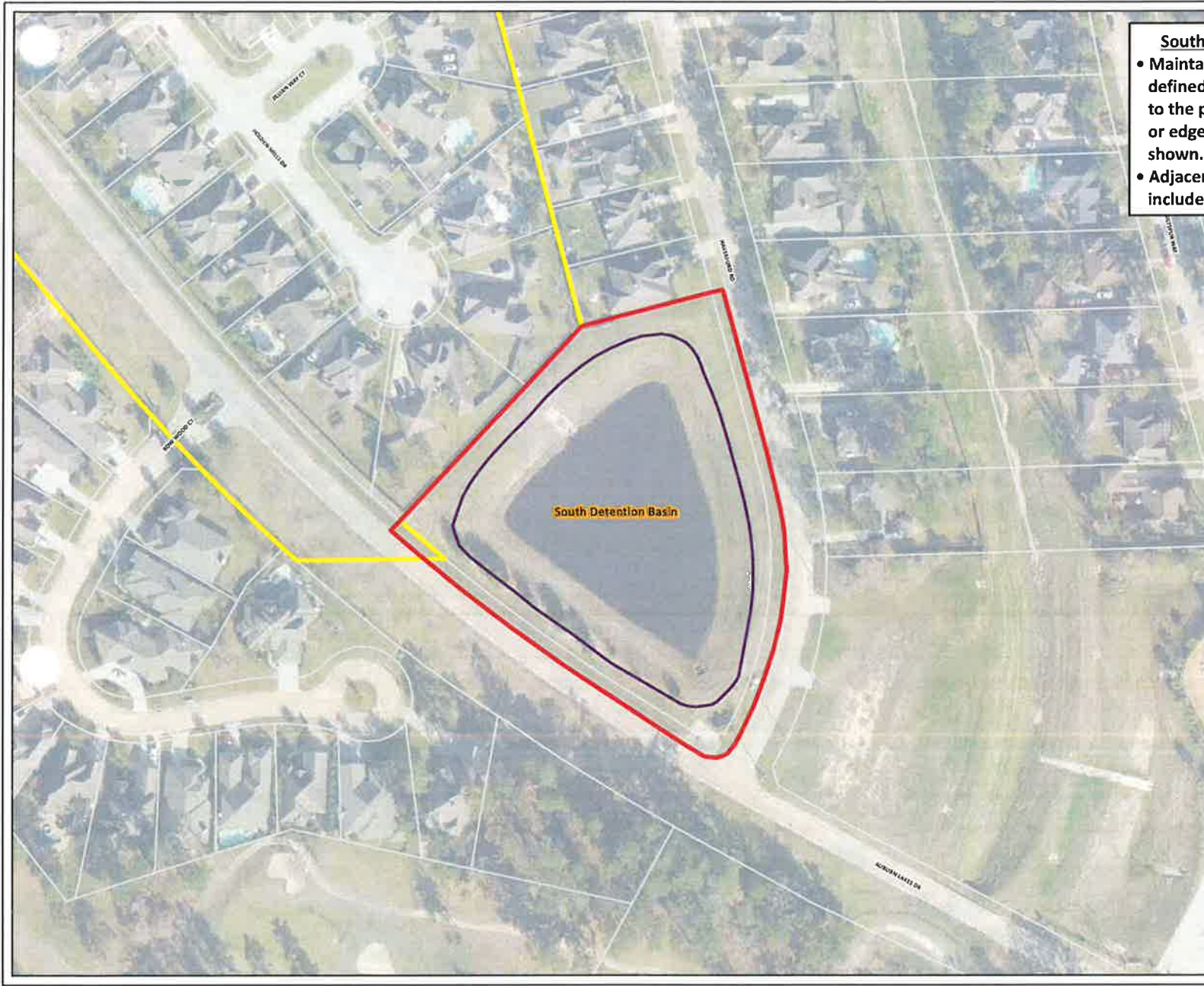
Main Building Area



West Detention Basin

- Maintain landscape as defined from top of bank to the property boundary or edge of pavement shown.
- Commercial building and adjacent properties not included.





- South**
- Maintai defined to the p or edge shown.
 - Adjacen include

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-249088

Date Filed:
08/14/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

The Silversand Services, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Oakmont Public Utility District

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

082317
Landscape Maintenance Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Jimmy Collins President
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Jimmy Collins, this the 15th day of August, 2017, to certify which, witness my hand and seal of office.

Stacey Bennett Signature of officer administering oath
Stacey Bennett Printed name of officer administering oath
Controller Title of officer administering oath

Silversand Services

Licenses and Certifications

- Landscape Architect and Design-Build Services
 - ISA Certified Arborist
 - State Licensed Pesticide Applicators
 - State Licensed Irrigators
 - State Licensed Backflow Assembly Testers
 - Fully Insured Liability and Workers' Compensation
 - OSHA 10 & OSHA 30 Certifications
-

Professional Memberships

- Community Association Institute
- Houston Building Owners and Managers Association
- National Association of Landscape Professionals
- Friends of Institute of Real Estate Management
- Texas Nursery & Landscape Association
- Better Business Bureau



Silversand Services

- **Landscape Management and Installation**
- **Interiorscape and Plant Maintenance**
- **Interior and Exterior Design**
- **Holiday Decorating and Lighting**
- **Irrigation Installation and Maintenance**
- **Specialty Services**
- **Fountain and Water Feature Maintenance**
- **Tree Services**



HOA References

Lakes of Parkway

Eldridge / Briar Forest

Jason Blackman

(281) 920-3044

Spring Trails

Spring

Lisa Yannessa

(281) 870-0585



Commercial Exterior References

Crimson Services, LLC
Anadarko (The Woodlands)
Don Thomas
(713) 212-2214

Stream Realty
Sierra Pines I and II
Dawn Sartell
(832) 850-6506



Retail References

Midway Companies

Colton Beardmore

City Centre

(832) 785-8252





KEY PERSONNEL

Jimmy Collins – Principal/President

- 35+ years' experience in landscape management
- Associates degree in Horticulture
- Certified Applicator
- Member of the Silversand Team for 21 years

Somir Paul – Principal/Business Counsel

- 30+ years' experience in general management, financial management and management consulting
- President & CEO of Woodlands Financial Services, Inc.
- Masters Degree in Mechanical Engineering and Business Administration

John Vanderburg – Vice President/Director of Sales & Marketing

- 25+ years' experience in landscape management
- Associates Degree of Applied Science in Drafting Technology
- Excels at exterior landscape design and installation and management
- Member of the Silversand Team for 15 years

Kay Nelson – Principal/Design & Sales Consultant

- 35+ years' experience in the landscape industry
- Bachelor of Science Degree in Horticulture from Texas A & M University
- Excels in interior plant and container design
- Member of the Silversand Team for 22 years

Veronica Ramirez – Division Manager of Interiorscapes and Holiday Decorating

- 35+ years' experience in Floral Design
- 25+ years' experience in Christmas Decoration Designs
- Member of the Silversand Team for 16 years

Lisa Taul – Design/Sales & Marketing

- 25+ years' experience in the Holiday and Interiorscape industry
- Member of the Silversand Team for 18 years
- Instrumental in Holiday and Interiorscape Design
- Resource buyer for holiday and interior and lead designer for interior projects

Mark Lloyd – Sales & Marketing

- Bachelor's Degree from Texas A & M University
- 12+ years' experience in the landscape industry
- Licensed Irrigator and ISA Certified Arborist
- Member of the Silversand Team for 8 years

KEY PERSONNEL (cont'd)



Roger McCullar – Sales & Marketing

- 20+ years' sales & marketing experience
- Graduate of Abilene Christian University
- Member of the Silversand Team for 7 years

Angie Vaughan – Sales & Marketing

- 6 years' experience in the landscape industry
- 26+ years' experience in sales, marketing and customer service
- Bachelor's Degree in Business Administration
- Member of the Silversand Team for 6 years

Jana Swatloski – Sales and Design Consultant

- 30+ years' experience in the landscape industry
- Associates Degree in Horticulture
- Excels at landscape consultation, floral design and installation
- Member of the Silversand Team for 12 years

Andrew Niemann – Account Service Manager

- 16+ years' experience in the landscape industry
- Bachelor of Science in Environmental Horticulture from UC Davis
- Extensive knowledge in plant material, and disease and insect diagnoses

Brian Hart – Account Service Manager

- 6+ years' experience in the Green Industry
- Horticulture and Culinary Associates Degrees
- Landscape Industry Certified Technician

Felipe Santoyo – Manager of Exterior Operations

- 30 years' experience in landscape installation, management and irrigation industry
- License irrigator
- Specializes in Smart Irrigation Controllers, which include Weather Track and Calsense

Eddy Maya – Sales Estimator / Account Service Manager

- 15 years' experience as landscape estimator
- Bachelor's Degree in Agriculture from Universidad Autonoma Metropolitana – Mexico
- Marketing Specialist from Instituto Tecnologico de Estudios Superiores de Monterrey
- Member of the Silversand Team for 15 years

Mel Reist – Manager of Account Service Department

- 11+ years' experience in the landscape industry
- Excels at landscape construction, flower design and installation
- Provides excellent customer service and maintains a great rapport with his clients

Tyler Tobolka – Account Service Manager

- 10+ years' experience in irrigation systems
- Joined Silversand in 2009 as an Irrigation Manager
- Licensed Irrigator and Backflow Prevention Assembly Tester

SERVICE AGREEMENT

This Service Agreement ("Agreement") is made and entered into, effective as of the day of 2017 by and between , located at By [REDACTED] (hereinafter called "Client"), and THE SILVERSAND SERVICES, INC., whose address is P.O. Box 840757, Houston, Texas 77284-0757 (hereinafter called "Silversand").

ARTICLE I - GENERAL MATTERS

Section 1.01. Engagement of Services. Subject to the terms and provisions of this Agreement, Client hereby engages Silversand to provide the services hereinafter described.

Section 1.02. Status of Silversand. For purposes of this Agreement, Silversand shall have and maintain the status of independent contractor. Client shall have no right of control over the manner in which Silversand and/or its employees perform their duties hereunder, Client's sole interest being in the results achieved. Silversand will furnish everything required to perform the work, including but not limited to, all labor, supervision, equipment, materials, uniforms, supplies, tools, transportation and insurance; provided however, Silversand will use water from specific sources and outlets designated by Client.

Section 1.03. Devotion of Time. Silversand shall not be obligated to devote any specific amount or amounts of time to the performance of its services hereunder; provided however, Silversand shall perform its duties hereunder in a timely, diligent and workmanlike fashion.

Section 1.04. Licensure. Silversand is licensed through the Texas Department of Agriculture, whose address is P.O.Box 12076, Austin TX 78711, phone number 1-877-542-2474. Where required by law, Silversand will use licensed professionals to perform the work under this Agreement.

ARTICLE II - SILVERSAND SERVICES

Section 2.01. Basic Contract Services. Silversand shall provide the Landscape Service Specifications (hereinafter called "Basic Services") set out on Exhibit "A," attached hereto and incorporated herein for all purposes. This Agreement is based on services actually performed by Silversand. Therefore, if a service is missed or a service is not provided or actually performed by Silversand, the associated fee will be deducted from the invoice.

Section 2.02. Repair of Damages caused by Silversand. Silversand is responsible for promptly repairing all damage caused by Silversand and at Silversand's sole expense.

Section 2.03. Additional Services. Silversand may upon request of Client provide additional services ("Additional Services") such as replacement of trees, shrubs and sod; trimming of trees exceeding 12 feet in height; hauling and disposal of large tree branches and/or unusually large volumes of materials; or any other lawn or landscaping services not specifically enumerated as a Basic Service. The nature and cost of any Additional Services will be agreed upon by Client and Silversand prior to performance, and unless a separate written contract is entered into, are subject to the other provisions of this Agreement.

Section 2.04. Supervision of Services. All Basic Services and Additional Services will be performed under the supervision of a crew foreman.

Section 2.05. Materials and Supplies. Basic Services include the labor, materials and supplies necessary to perform such work. Labor, materials and supplies for the performance of Additional Services will be agreed upon in advance by Client and Siversand and included in a separate charge payable by Client.

Section 2.06. Environmental Matters. Nothing in this Agreement shall obligate Siversand to remove or dispose of any material classified as hazardous by Federal or State environmental laws. If trees, shrubs or grass require application of herbicides or pesticides, which are regulated by applicable law and require handling or application by licensed professionals, such application shall be treated as Additional Services hereunder.

ARTICLE III - COMPENSATION

Section 3.01. Basic Charge. In consideration for performance of the Basic Services described in Exhibit "A," Client agrees to pay Siversand \$ [REDACTED] per month based on [REDACTED] trips per year, excluding applicable sales tax. The Basic Services will be billed to the Client at the beginning of each month that the services are to be performed.

Section 3.02. Other Charges. Charges for Additional Services will be payable one-half in advance with the balance billed monthly in addition to the charge for Basic Services.

Section 3.03. Taxes. State and local sales tax will be added to all goods and services required to be taxed under applicable sales tax laws.

Section 3.04. Invoicing. Siversand will invoice Client monthly for services hereunder. The dates that work was performed and the exact nature of the work must accompany all invoices.

Section 3.05. Payment. Payment is due and payable to Siversand within thirty (30) days of the invoice date. Payment is to be made to Siversand at the address set forth above.

ARTICLE IV - INSURANCE

Section 4.01. General Liability and Workers' Compensation. For the term of this Agreement, Siversand agrees that it will maintain in full force and effect general liability, automobile liability, and workers' compensation insurance covering its employees, as provided herein. Upon request, or as otherwise provided in this Agreement, Siversand will provide written proof of insurance coverage to Client.

Section 4.02. General Liability Insurance. Siversand will carry commercial general liability insurance with a general aggregate limit of at least \$2,000,000 and a per occurrence limit of at least \$1,000,000.

Section 4.03. Automobile Liability Insurance. Siversand will carry automobile liability insurance with combined single limit of at least \$1,000,000 per occurrence.

Section 4.04. Workers' Compensation Insurance. Siversand will carry workers' compensation insurance for all its employees on an "occurrence" basis with a limit of not less than \$1,000,000.

Section 4.05. Other Insurance Requirements. Siversand will require that Workers' Compensation insurance required to be maintained by Siversand be endorsed to provide that the underwriter waives its right of subrogation against the Client, and its officers, directors, Managers, and affiliates. In addition, Commercial General Liability and Automobile Liability policies will be endorsed specifically to name Client, and its officers, directors, Managers, and affiliates, as additional

insureds and be endorsed to provide that they are primary coverages, not in excess of any other insurance available to Client and its officers, directors, Managers, and affiliates, to insure Client, and its officers, directors, Managers, and affiliates, against claims arising from the work hereunder. Written evidence of such specific endorsements will be furnished to Client. IF SILVERSAND FAILS TO OBTAIN SUCH SPECIFIC ENDORSEMENTS, SILVERSAND HEREBY AGREES TO DEFEND, INDEMNIFY AND HOLD CLIENT, AND ITS OFFICERS, DIRECTORS, MANAGERS AND AFFILIATES, HARMLESS FROM ANY AND ALL LOSSES, CLAIMS, DAMAGES, AND EXPENSES WHICH WOULD BE COVERED BY SUCH SPECIFIC ENDORSEMENTS THAT THE CLIENT, OR ITS OFFICERS, DIRECTORS, MANAGERS AND AFFILIATES, MAY INCUR, INCLUDING THOSE BASED IN WHOLE OR IN PART ON THE IMPUTED, JOINT, CONCURRENT, CONTRIBUTORY OR COMPARATIVE NEGLIGENCE OR PRODUCT LIABILITY OF ONE OR MORE OF THEM, INCLUDING (WITHOUT LIMITATION) COSTS OF DEFENSE, EXPERT WITNESS FEES, AND ATTORNEYS' FEES.

Silversand will furnish to Client, prior to commencing the work hereunder, certificates evidencing that the required insurance is in force. The certificates will provide that in the event of cancellation or material change, thirty (30) days' prior written notice will be given to Client. If requested by Client, Silversand will also furnish the originals or certified copies of the insurance policies for inspection by Client. Such policies will be subject to the approval of Client as to adequacy. If Silversand fails to procure or to maintain in force the insurance specified herein, Client may secure such insurance, and the cost will be borne by Silversand. Silversand agrees to reimburse Client the cost of any such insurance, plus a five percent (5%) administrative charge, within ten (10) days after billing by Client. Any sum and financing unpaid fifteen (15) days after billing by Client shall bear interest at the rate of twelve percent (12%) per annum until paid to Client. The Client may, at its sole option, deduct the cost of such insurance, administrative fees and interest from any payments due Silversand.

Silversand's compliance with these provisions and the limits of liability shown for each of the insurance coverages to be provided by Silversand will not be deemed to limit, modify or otherwise affect Silversand's indemnification obligations. The insolvency, bankruptcy, or failure of any insurance company to pay any claims accruing shall not be held to waive or invalidate any of the provisions of this Agreement.

All insurance required under the terms of this section must be obtained through an insurance company authorized to do business in the State of Texas.

ARTICLE V - LIABILITY

Section 5.01. Silversand's Duties and Responsibilities. Silversand agrees to exert its commercially reasonable efforts in rendering services and performing its duties and responsibilities, and to supervise its employees to whom duties may be delegated. SILVERSAND WILL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CLIENT, ITS OFFICERS, DIRECTORS, MANAGERS, AFFILIATES AND EMPLOYEES ("INDEMNIFIED PARTIES") FROM AND AGAINST CLAIMS BY ANY PERSON (INCLUDING WITHOUT LIMITATION, SILVERSAND, ANY SUBCONTRACTOR, THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND INVITEES OF EITHER, OR ANY THIRD PARTIES) RELATING TO THIS AGREEMENT OR THE WORK, AND SILVERSAND WILL PAY ANY AND ALL JUDGMENTS OR SETTLEMENTS OF ANY KIND OR NATURE (INCLUDING INTEREST) AS WELL AS COURT COSTS, ATTORNEYS' FEES, EXPERT WITNESS FEES, AND EXPENSES, AND ANY EXPENSES INCURRED IN ENFORCING THIS INDEMNITY PROVISION, INCLUDED BY, IMPOSED UPON, OR RENDERED AGAINST ANY OF THE INDEMNIFIED PARTIES ON ACCOUNT OF INJURY (INCLUDING DEATH) TO ANY PERSON OR DAMAGE TO OR DESTRUCTION OF ANY PROPERTY, TO THE EXTENT SUSTAINED IN CONNECTION WITH THE NEGLIGENCE, GROSS NEGLIGENCE, OR INTENTIONAL ACTS OF SILVERSAND, BEFORE OR AFTER ACCEPTANCE BY THE CLIENT, WHETHER BASED ON CONTRACT, IN TORT, OR PURSUANT TO ANY APPLICABLE LEGAL REQUIREMENTS, INCLUDING ANY ENVIRONMENTAL LAWS, AND REGARDLESS OF WHETHER THE CLAIMS ARE FORESEEABLE OR UNFORESEEABLE.

Employees, agents or subcontractors of Siversand will under no circumstances be considered employees of Client. Siversand will retain exclusive authority to supervise, manage or otherwise control such employees, agents or subcontractors. Siversand will indemnify and hold Client, its officers, directors, employees, Managers, and affiliates, harmless from any claims asserted by any employees, agents or subcontractors of Siversand arising from such employees', agents' or subcontractors' positions with Siversand.

Client's liability is limited to the payment for services actually and satisfactorily performed by Siversand under the terms of this Agreement. Siversand assumes all liability for insurance, taxes (except as otherwise provided herein), workers compensation, materials and equipment and is solely responsible for the acts and omissions of its employees.

ARTICLE VI - TERM AND TERMINATION

Section 6.01. Term. The Agreement shall commence on the date of this Agreement and have an initial term of three (3) years. At the end of the initial term, this Agreement shall continue in effect from month to month unless terminated as provided below.

Section 6.02. Termination. This Agreement may be terminated by either party at any time during the term of this Agreement, with or without cause, upon written notice of at least thirty (30) days to the other party at the address listed.

Upon termination, Client's only liability to Siversand will be to pay Siversand for all work actually and satisfactorily performed by Siversand and accepted by Client up to the date of termination based on the schedules and terms enumerated in this Agreement.

ARTICLE VII - MISCELLANEOUS

Section 7.01 Inclement Weather. Performance by Siversand hereunder shall be suspended to the extent that and so long as performance is prevented by weather conditions such as severe storms, hurricanes, flooding and other events outside of Siversand's reasonable control. Siversand will resume performance of the Basic Services as soon as possible, and negotiate with Client for Additional Services in lieu of any Basic Services that could not ultimately be performed.

Section 7.02. Notices. All notices or requests required or permitted to be given pursuant to this Agreement must be in writing and may be given or served by depositing the same in the United States Mail, addressed to the party to be notified, at the address indicated above, postpaid, and registered or certified with return receipt requested (all as evidenced by the receipt obtained therefor), or by delivering such notice in person to such party. If a party changes such address, such party shall notify the other party of same by the notice procedures of this section.

Section 7.03. Original Contract. This Agreement will be executed in duplicate originals, each of which will be deemed an original and both of which will constitute one and the same Agreement.

Section 7.04. Conflict. If there is a conflict between any of the provisions of this Agreement and any proposals, general conditions, specifications or other contracts in connection with the subject matter of this Agreement, whether or not attached hereto, the provisions of this Agreement will control. This Agreement will not be modified or amended in any manner except by written amendment signed by both parties.

Section 7.05. Severability. If any provision hereof is found to be void or unenforceable, all remaining provisions of this Agreement will be fully effective.

Section 7.06. Non-Waiver. The failure of either party to enforce any of the terms of this Agreement or to exercise any rights herein will not be construed as a waiver or relinquishment of its right to enforce any terms or to exercise any rights on any future occasion.

Section 7.07. Dispute Resolution. If a dispute arises out of or relates to this Agreement and such dispute cannot be settled through good faith negotiation or consultation between the parties, Silversand and Client each agree first to attempt to settle the dispute in good faith by non-binding mediation in Harris County, Texas. Either party may submit a request for mediation to the other party.

Section 7.08. Entire Agreement. This Agreement and the Exhibit attached hereto constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersede any prior understandings or written oral agreements between the parties respecting the within subject matter. This Agreement shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

Section 7.09. Time of the Essence. Time is of the essence in this Agreement and in each and all of its provisions.

Section 7.10. Parties Bound. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors. Silversand will not be authorized to assign this Agreement without the prior written consent of Client and any attempted assignment of this Agreement in violation of this provision will be void.

Section 7.11. Third Party Beneficiaries. This Agreement will not create any rights in third parties against Client. Without limiting the foregoing, Client will have no obligation to pay or to see to the payment of any monies due to any of Silversand's employees or subcontractors or to any other party, except as may be required by law.

Section 7.12. Legal Action. If either party institutes legal action against the other party hereto to enforce the terms of this Agreement or to collect fees owing under this Agreement, the prevailing party will be entitled, in addition to all other amounts, to recover a reasonable attorney's fee and all costs of court.

Section 7.13. Governing Law. This Agreement and the rights and obligations of the respective parties hereunder will be governed by and enforced in accordance with the laws of the State of Texas.

Section 7.14. Venue. The parties stipulate and agree that venue for any action brought hereunder will properly lie in the state and federal courts situated in Harris County, Texas.

Section 7.15. Employment Practices. Silversand will comply with all applicable federal, state and local laws and regulations with respect to non-discrimination and equal opportunity in employment. Silversand will comply with all federal, state and local laws and regulations regarding documentation of workers.

Section 7.16. Ethics. Employees, agents, representatives or subcontractors of Silversand will at no time solicit, accept, offer or give gratuities of more than nominal value to or from Client, its employees, agents, representatives or subcontractors. Violation of this provision will be considered a material breach and any such employee, agent, representative or subcontractor will be immediately removed from the work site by Silversand at Silversand's sole risk, cost and expense.

Section 7.17. Prohibited Activities. The use of alcohol or illicit or controlled substances, or the misuse of legitimate drugs by any person on the work site, or remaining on the work site while under the influence of such substances, is strictly

prohibited. In addition, possession of alcohol, illicit or unprescribed controlled substances, firearms, explosives, weapons or hazardous substances or articles without proper authorization, is not permitted on the work site.

Section 7.18. Surviving Obligations. Upon expiration, termination or non-renewal of this Agreement, any warranties provided by or through Silversand will be a continuing obligation of Silversand until such warranties expire.

Section 7.19. Authority to Sign. All signatories to this Agreement warrant and represent that they have been duly authorized to execute this Agreement and that no other signatures are necessary for the Agreement to be binding.

Executed in multiple originals effective as of the date first written above.

THE SILVERSAND SERVICES, INC.

By: _____

Name: Jimmy Collins

Title: President

Date: _____

CLIENT: _____

By: _____

Name: _____

Title: _____

Date: _____

***Attachments:**

Exhibit "A"

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-249088

Date Filed:
08/14/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

The Silversand Services, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Oakmont Public Utility District

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

082317
Landscape Maintenance Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Jimmy Collins President
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Jimmy Collins, this the 15th day of August, 2017, to certify which, witness my hand and seal of office.

[Signature] Signature of officer administering oath
Stacey Bennett Printed name of officer administering oath
Controller Title of officer administering oath



LANDSCAPE MAINTENANCE CONTRACT

Contractor

Earthfirst Landscapes 25290 Beckendorff Road Katy, TX. 77493	
Contact:	Jason Harrison
Phone:	(713) 824-4720
Fax:	(281) 371-2720
e-mail:	earthfirstlandscapes@aol.com

Client

Oakmont Public Utility District PO Box 80 Tomball, Tx 77377	
Contact:	
Phone:	
Fax:	
e-mail:	

Services rendered in exhibit A and Schedule 1B:
 One year maintenance contract

- 42 Maintenance Visits (mow, edge, trim)
- 21 Trim shrubs
- 2 Seasonal color Installations
- 24 Seasonal color maintenance
- 2 Seasonal color fertilization
- 2 Hardwood Mulch installation
- 12 Mulch Maintenance
- 42 Debris Cleanup - Leaves, Branches, etc.
- 2 Bed Fertilizer
- 2 Turf Fertilization w/ Pre Emergent
- 2 Post Emergent Weed Control (turf and beds)
- 1 Pre Emergent - Beds and turf
- 12 Tree Prunings - 8ft Clearance
- 12 Ground Cover Trimming
- 42 Spot Treat Ant Control
- 4 Irrigation Inspections
- 12 Concrete post emergent weed control
- 1 Crepe myrtle trimmings
- 42 Quality Site Inspections
- 12 Weed Bed Areas and Tree wells

CONTRACT DETAILS

INSURANCE: Earth First Landscapes will maintain throughout the term of this Agreement, adequate liability insurance and worker's compensation insurance to meet statutory requirements and will provide an insurance certificate naming "Above Client" as an additional insured upon Earth First's receipt of this contract.

BILLING AND PAYMENT DATES: Regular monthly services will be billed in advance on the first of the month in which the work is to be performed. Payment is due within 30 days from date of invoice. Sales tax will be added to each billing. In the event that this account is not paid within 30 days from the date of invoice, the client agrees to pay an interest charge determined solely by applying a rate of one point five percent (1.5%) per month on the unpaid balance.

TERM CANCELLATION: Either party may cancel the agreement with or without just cause during such term upon (30) days prior written notice by overnight mail to either party. If this contract is canceled before a full 30 day period, the contract will convert to a pay-as-perform basis. Cost of total functions performed will be due.

The specific frequencies and additional service prices are outlined in the attached "exhibit 1A". These schedules of services are based on an annual period.

The contract prices herein represent the total contract value for above stated client. These properties will be invoiced together based on the figures provided on attached Exhibit "A".

Begin Date:

Total Monthly Contract	
Amount:	\$3,379.88
Tax:	N/A
Total:	\$3,379.88

End Date:

Total Annual Contract	
Amount:	\$40,558.59
Tax:	N/A
Total:	\$40,558.59

Earthfirst Landscapes

Authorized Signature

Jason Harrison-General Manager
 Printed Name & Title

Authorized Signature

Printed Name & Title



Schedule "1A"

The following constitutes the lawn maintenance to be performed each trip.

- 1.) Mow all lawn areas each trip and crosscut to prevent rutting and prevent grass from growing in one direction.
- 2.) Edge all sidewalks, curbs and planting bed areas.
- 3.) Mono-filament trimmer will be used where necessary.
- 4.) Debris in planting beds will be removed.
- 5.) Clippings will be cleared from concrete areas.

In addition the following services will be rendered as the need arises.

- 1.) Planting beds will be weeded or lightly cultivated.
- 2.) Fertilizers will be of a custom blended, ultra-slow release variety. Applications will assure 1 pounds of nitrogen per 1000 square feet.
- 3.) Trees will be pruned to raise low-hanging limbs (6-8') and to keep canopies at an even height.
- 4.) Trim shrubs and groundcover according to recommended horticulture practices.
- 5.) Herbicides will be applied using the most environmentally friendly, broad spectrum and long lasting pre emergent available.
- 6.) Routine, minor sprinkler repairs including Head adjustments, nozzle replacements, 4" pop-up replacements and basic irrigation repairs will be provided at no additional charge. Basic irrigation repairs are defined as, repairs taking less than one hour of labor and less than \$40.00 in materials.
- 7.) Sprinklers will be checked monthly to insure efficient irrigation. Any damage caused by mowing crew will be repaired at no expense, damage caused by employees, subcontractors or customers will be repaired and billed at a rate of \$85.00 per hour. Controller replacements, major leaks, damaged sprinkler lines, valve replacement, wiring issues and all other repairs that require more than one hour of labor will be repaired at a rate of \$85.00 per hour plus materials. Earth First Landscapes is not responsible for controller failure due to electrical issues from the power source such as; power loss, electrical surges and shorted wires. A proposal, for all billable repairs, will be submitted for approval before any repair is done.
- 8.) Seasonal basic color changes are included in this contract. Earth First Guarantees fresh flowers with each color change, color changes will occur three times per year in the areas originally planted in the installation process. Earth First Landscapes is not responsible for plants damaged by weather events or by residents.

Exhibit "A"
Base Contract Summary Pricing



DEVELOPMENT PROFILE:

Oakmont Public Utility District

SQFT ACRES
283,928 6.5

GROUNDS MAINTENANCE BASIC SERVICES				SQFT	ACRES	Annual Cost	Monthly Cost
Bed Area - 42X		4,725	0.11			473	39
Hardscape Area - 42X		62,216	1.43			1,866	156
Turf Area - 42X		216,987	4.98			21,698.70	1,808.23
Detention Mowing		293606	6.74			2,936.06	244.67
TOTAL						26,973.74	2,247.81

ADDITIONAL CONTRACT ITEMS	COUNT			
Hardwood Mulch - 2X	44	Contract Price Mulch	49.500	4,331.25 360.94
Annual Color - 2X	45	Contract Annuals Price	28.500	2,565.00 213.75
Spot Treat Ant Control - 42X	400	Lbs -Blifen	0.9000	360.00 30.00
Turf Fertilization w/ Pre Emergent - 2X	1085	Lbs - Fertilizer, two applications	0.9000	1,952.88 162.74
Bed Fertilization - 2X	4725	Sqft - Fertilizer W/Uflex	0.0040	37.80 3.15
Pre Emergent -beds and turf 1X	221712	SqFt	0.0048	1,064.22 88.68
Post Emergent -beds and turf 2X	221712	SqFt - Includes two applications	0.0040	1,773.70 147.81
Irrigation Inspection - 12X	12	Inspection	125.00	1,500.00 125.00
TOTAL			13,584.85	1,132.07

LANDSCAPING SERVICES TOTAL	YEARLY	MONTHLY
GROUNDS MAINTENANCE BASIC SERVICES	26,973.74	2,247.81
ADDITIONAL CONTRACT ITEMS	13,584.85	1,132.07
TOTAL	\$40,558.59	\$3,379.88
Per Visit		965.68



Schedule "1B"

Schedule of Services:

Oakmont Public Utility District

42 Trips	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	
TURF													
Mow, edge and trim	1	2	4	5	4	5	5	4	4	3	3	2	42
Lawn fertilization			1							1			2
Lawn pre-emergent herbicide		1				1			1				3
Lawn post-emergent herbicide		1							1				1
Scalp Turf	this service is not included in the base contract												0
Rye Overseeding	this service is not included in the base contract												0
Insect and disease Control	AS Needed												0
GROUND COVER AND SHRUB BEDS													
Trim shrubs	1	2	2	2	2	2	2	2	2	2	1	1	21
Trim ground cover	1	1	1	1	1	1	1	1	1	1	1	1	12
Bed pre-emergent herbicide		1							1				2
Bed and shrub fertilization			1							1			2
Weed bed areas	1	2	4	5	4	5	5	4	4	3	3	2	42
Post Emergent weed Control						1							1
Insect and disease Control	AS Needed												0
TREES													
Fertilization	this service is not included in the base contract												0
Pruning up to 8 ft.	1	1	1	1	1	1	1	1	1	1	1	1	12
Manual Weed Removal - Tree Wells	1	1	1	1	1	1	1	1	1	1	1	1	12
Insect and disease Control	AS Needed												0
GRAPE MYRTLE TREES													
Prune		1											1
Insect & disease control	AS Needed												0
SEASONAL COLOR & MULCH													
Seasonal color installation			1						1				2
Seasonal Color Maintenance	2	2	2	2	2	2	2	2	2	2	2	2	24
Seasonal Color Fertilization			1			1				1			3
Mulch Planting Beds & Tree Wells			1					1					2
IRRIGATION													
Irrigation System Check	1	1	1	1	1	1	1	1	1	1	1	1	12
MISCELLANEOUS													
Post Emergent Weed Control - Concrete	1	1	1	1	1	1	1	1	1	1	1	1	12
Mulch Maintenance	1	1	1	1	1	1	1	1	1	1	1	1	12
Debris clean up ; leaves, etc	2	2	4	4	4	5	4	4	5	4	2	2	42
Weed Killer Application (i.e. Round-up)	1	1	1	1	1	1	1	1	1	1	1	1	12
Broadcast Ant Bait	this service is not included in the base contract												0
Ant Treatment	1	2	4	5	4	5	5	4	4	3	3	2	42
Site Review	1	2	4	5	4	5	5	4	4	3	3	2	42



MONARCH
LANDSCAPE MANAGEMENT,LLC

**Maintenance
Proposal:**

*Oakmont
Public Utility District*



August 17, 2017

Oakmont Public Utility District
25005 Northcrest Dr,
Spring, TX 77389

Dear Board:

The opportunity to provide a comprehensive grounds maintenance proposal for the community is appreciated. Team Monarch is staffed, experienced and prepared to provide the level of service and curb appeal expected.

We are confident if selected as the landscape management provider that over the next 6-24 months we will be empowered to improve the landscaped curb appeal. This will require:

- A shared community vision
- Valued added services
- Landscape improvement projects
- The board's support

I also wanted to highlight the signing bonus included in your bid package. Monarch's water management division is providing a turn-key irrigation control enhancement that includes One (1) new Weathermatic SmartLine-Controller(s) valued at \$ 3,481. This Significant Capital investment is made in good faith to pave the way towards a long-term partnership.

My team is available to meet and discuss our value added services and do not hesitate to contact me at your convenience. We are working for your business to maintain a lasting relationship by delivering value and exceeding your expectations. Upon approval we will provide a formal annual grounds maintenance agreement for signature and insurance certificates for your protection.

We look forward to working with you to build a lasting relationship, provide exceptional value, superior quality and unparalleled service.

Sincerely,

A handwritten signature in blue ink that reads "Craig Pickett". The signature is fluid and cursive, with the first name "Craig" being more prominent than the last name "Pickett".

Craig Pickett
Business Development Manager
cpickett@monarchlm.com
281-832-6777



Grounds Maintenance Agreement Work Scope Proposal

Our annual grounds maintenance proposal is for the scope of work outlined in the request for proposal.

Annual Maintenance Agreement: Full service-Common areas

See attachment

BONUS: 1 Weathermatic Smart, Cloud Based Remote Managed Controller(s)

- EPA WaterSense Partner: Concluded this certified technology provides a 20-40% annual water use savings while providing a healthier looking landscape.
- Remote irrigation management and email alerts
- Electronic irrigation inspection reporting
- Water restriction compliance
- Save Water/Give Live: Initiative provides clean water to the thirsty in the developing world.

What to expect the first 90 days: The initial 90 days will allow us to time meet with board, discuss concerns, initiatives and gain working field knowledge of the landscape. During this time period will be submit our property improvement plan to prioritize and implement.

Contract Start Date: 09/01/2017

Contract End Date: 8/31/2018

Total Monthly w/o tax: \$ 5,016.18

Landscape Maintenance
Oakmont Public Utility District
August 2017

Insurance:

1. Contractor must meet or exceed insurance requirements defined in Attachment A.
2. Proof of insurance will be required for execution of the services contract.

Schedule:

1. Normal scheduled maintenance must be performed between Wednesday and Friday, weather permitting.
2. Contractor is to provide schedule with proposal.
3. Flexible to perform work ahead of events including irrigation, mowing, ants, etc.

Billing:

Provide a detailed invoice for all services to District's bookkeeper by the 1st Thursday of each month for payment at the regularly scheduled Board meeting held on the 2nd Thursday of the month. Please note that Oakmont PUD is a tax exempt entity. Oakmont PUD's Tax ID is 76-0118286.

Submission of Bid:

Contractor must submit a detailed cost breakdown providing a price for each service specified above, and a unit price for any additional services you deem beneficial to the District. Contractor to provide per visit price and an estimated monthly price for specified services. Also provide any specifics of the parameters of your companies' contracts including but not limited to renewal periods, renewal policies, cancellation policies, billing policies, etc.

Due to House Bill 1295, you need to complete the disclosure of interested parties form via the Texas Ethics Commission's website at <https://www.ethics.state.tx.us>. This complete form should be submitted with your proposal to be considered for the District's Landscape Maintenance Services.

When completing the TEC Form 1295, you must use full formal name of the District (**Oakmont Public Utility District**); the contract number will be the date of the next Board meeting **082317**; and the description will be "**Landscape Maintenance**". We must have the original, executed, notarized Form 1295, complete with a certificate number prior to the next regularly scheduled District Board meeting.

Proposals are to be electronically submitted via e-mail to Mr. Chris Roznovsky at croznovsky@jonescarter.com, and Mr. Aaron Bennett at abennett@jonescarter.com. Proposals must be submitted by 11:00 a.m. on Friday, August 18, 2017.

Attachment A

Minimum Insurance Requirements

Workers Compensation and Employer's Liability - must carry statutory Workers' Compensation Insurance covering employees in compliance with all requirements of the Texas Workers' Compensation Act, as further described in these Special Conditions below. Contractor shall also carry Employer's Liability Insurance in an amount not less than the following:

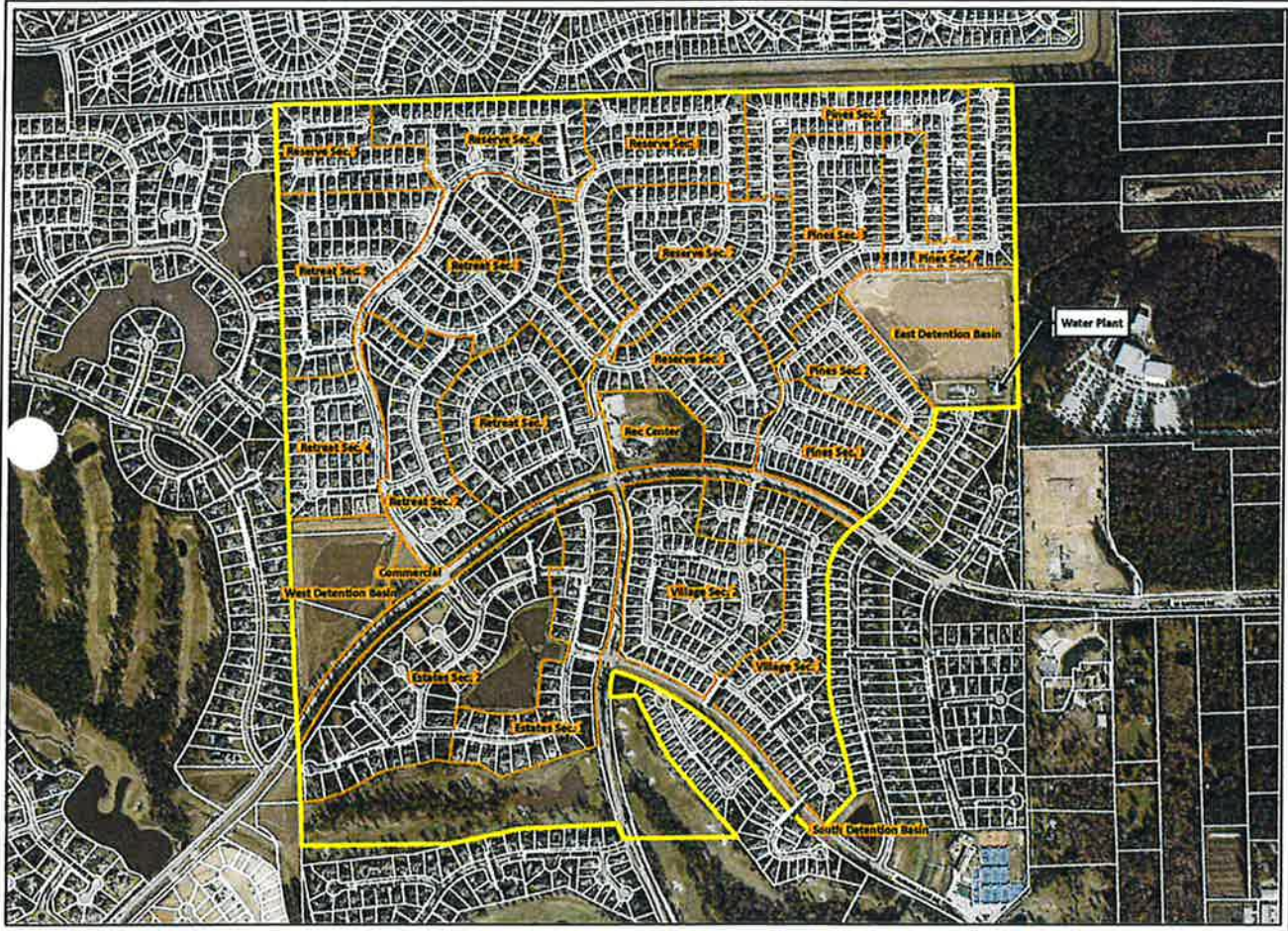
Each Accident	\$1,000,000
Each Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000

General Liability Insurance – must carry general liability insurance on a form no less broad than the coverage provided by a "Commercial General Liability Insurance" form promulgated by the Insurance Services Office, and containing language affording coverage for contractual liability, the products and completed operations hazards, broad form property damage liability, and the explosion, collapse and underground hazards, as respects all operations and work hereunder, for all liability arising out of injury to or death of one or more persons, and injury to or destruction of property, in any one occurrence, in amounts not less than:

General Aggregate	\$ 2,000,000
Products Comp/Ops Aggregate	\$ 2,000,000
Personal & Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000

Automobile Liability Insurance - must carry Automobile Liability Insurance on a form no less broad than the coverage provided by a Business Automobile Liability Insurance form promulgated by the Insurance Services Office, on all owned or hired autos, as well as non-owned autos, in an amount not less than \$1,000,000 combined single limit, for all liability arising out of injury to or death of one or more persons, and injury to or destruction of property, in any one occurrence.

All insurance certificates must list District as additional insured.



VICINITY MAP
Scale: 1 inch equals 20 miles

LEGEND

- District Boundary
- Section Boundary
- HCAD Parcel

Aerial Imagery From January 2014

EXHIBIT No. 1
DISTRICT
OVERALL

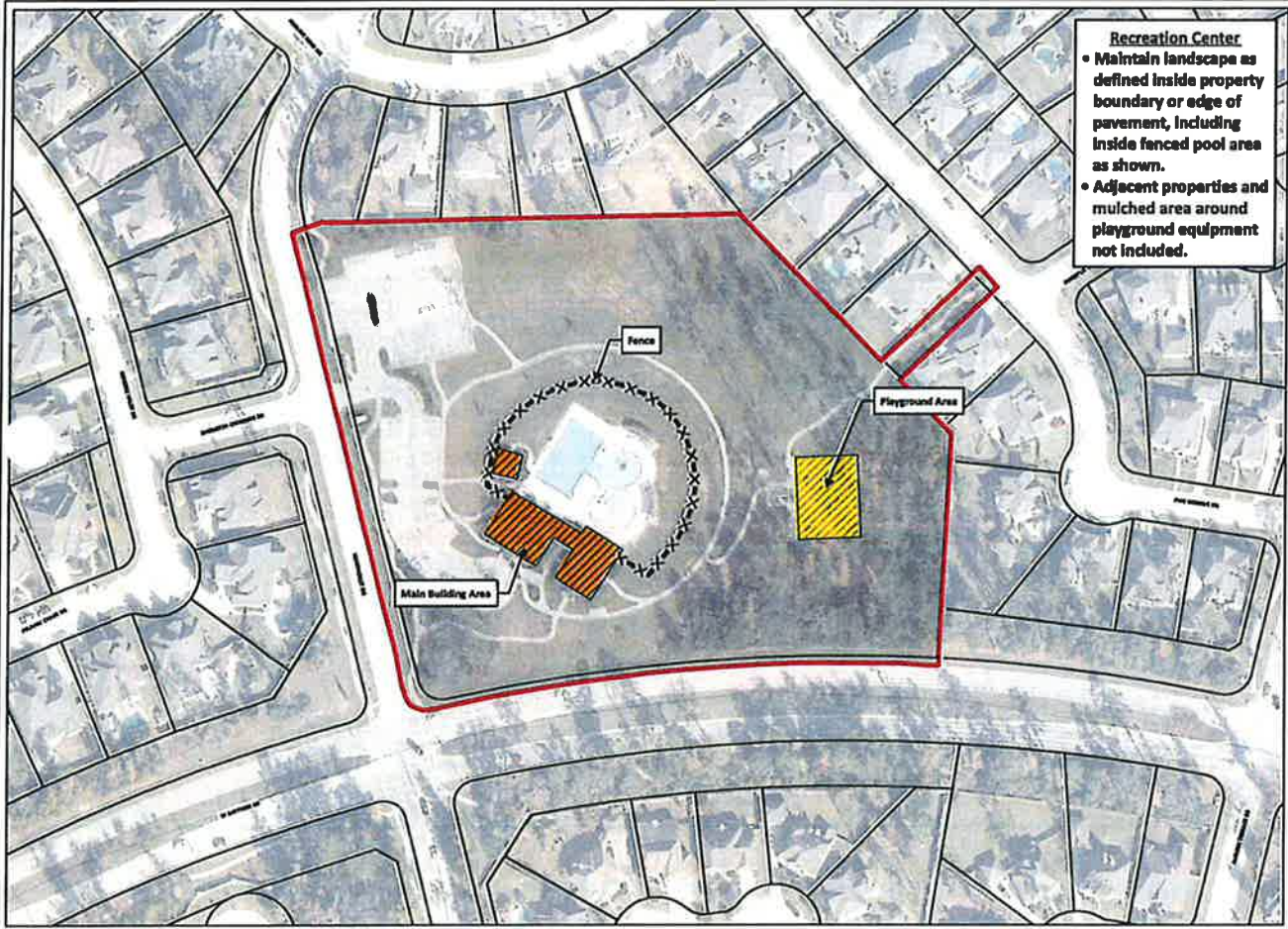
OAKMONT P.U.D.
HARRIS COUNTY, TEXAS

1 inch equals 600 feet

Disclaimer: This product is intended for informational purposes and may not have been prepared for or be suitable for legal, engineering, or planning purposes. It does not constitute an offer of professional services and represents only the information within the limits of the original governmental public domain boundaries or other data. It is not intended to be used as a basis for any legal, engineering, or planning purposes and shall be used at the user's own risk. The accuracy, completeness, reliability, or validity of the information included herein is not guaranteed.

JONES CARTER

Texas Board of Professional Engineers Registration, P. 018



Recreation Center

- Maintain landscape as defined inside property boundary or edge of pavement, including inside fenced pool area as shown.
- Adjacent properties and mulched area around playground equipment not included.



VICINITY MAP
Scale: 1 inch equals 25 miles

LEGEND

- X=X Fence
- Red outline: Recreation Center Property Boundary
- Yellow hatched: Playground
- Orange hatched: Building
- Yellow outline: District Boundary
- Black outline: HCAD Parcel

Aerial Imagery from March 2010
* Provided by Google Earth

**EXHIBIT No. 2
RECREATION CENTER
OVERALL**

OAKMONT P.U.D.
HARRIS COUNTY, TEXAS



Disclaimer: This product is created for informational purposes only and does not constitute a contract. It is not intended to be used for legal, engineering, or other professional purposes. The information herein is provided as is and does not constitute a warranty. The user assumes all liability for any use of this product. The user assumes all liability for any use of this product.





- West Detention Basin**
- Maintain landscape as defined from top of bank to the property boundary or edge of pavement shown.
 - Commercial building and adjacent properties not included.



VICINITY MAP
Scale: 1 inch equals 20 miles

LEGEND

- Bench
- Doggie Station
- District Sign
- Trash Can
- Mile Marker
- ▭ West Detention Basin Property Boundary
- ▭ Top of Bank
- ▭ District Boundary
- ▭ HCAD Parcel

Aerial Imagery From March 2018

**EXHIBIT No. 3
WEST DETENTION
BASIN OVERALL**

OAKMONT P.U.D.
HARRIS COUNTY, TEXAS



1 inch equals 150 feet

Disclaimer: This product is provided for informational purposes and may not have been prepared for or be suitable for legal, engineering, or planning purposes. It does not represent an offer of professional services and represents only the approximate relative location of features. It does not constitute a warranty of accuracy, completeness, or reliability. It is not intended to be used for any purpose other than that for which it was prepared. The user assumes all liability for any use of this information other than that for which it was prepared.



JONES CARTER

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East Detention Basin

- Maintain landscape as defined from top of bank to the maintenance boundary shown.
- Water Plant and adjacent properties not included.



VICINITY MAP
Scale: 1 inch equals 20 miles

- LEGEND**
- Bench
 - Doggie Station
 - District Sign
 - Trash Can
 - Mile Marker
 - ▭ East Detention Basin Maintenance Boundary
 - ▭ Top of Bank
 - ▭ District Boundary
 - ▭ HCAD Parcel

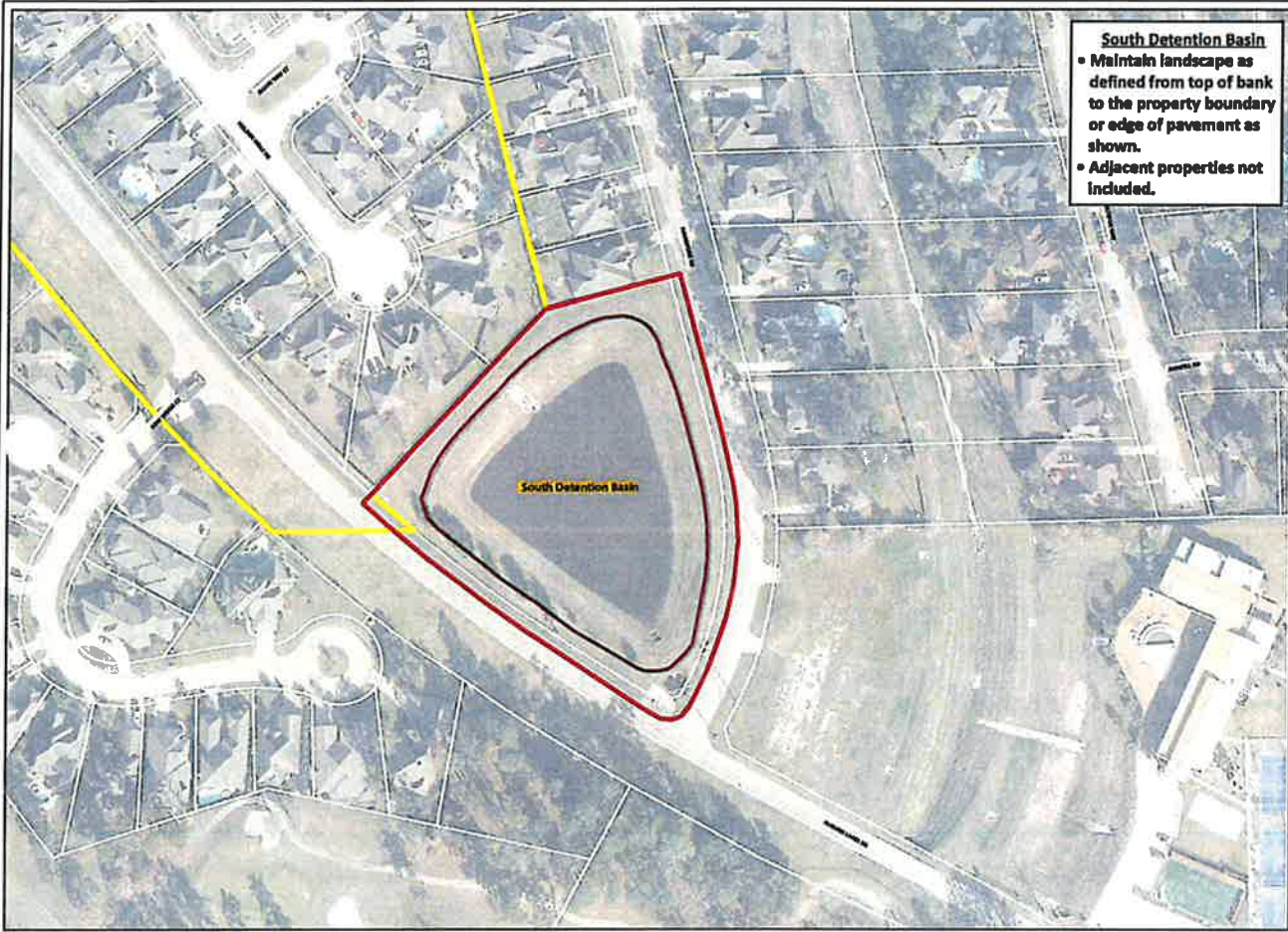
Aerial Imagery Source: January 2014

**EXHIBIT No. 4
EAST DETENTION
BASIN OVERALL
OAKMONT P.U.D.
HARRIS COUNTY, TEXAS**

1 inch equals 100 feet

Disclaimer: This project is shown for informational purposes and does not constitute a contract. It is the user's responsibility to verify all information and to obtain all necessary permits, approvals, and clearances from the appropriate authorities before any construction or other activity. The user assumes all liability for any and all consequences arising from the use of this information. Jones & Carter, Inc. is not responsible for any and all consequences arising from the use of this information.

J&C
JONES & CARTER
The Best at What We Do



South Detention Basin

- Maintain landscape as defined from top of bank to the property boundary or edge of pavement as shown.
- Adjacent properties not included.



VICINITY MAP

Scale: 1 inch equals 200 feet

LEGEND

- South Detention Basin Property Boundary
- Top of Bank
- District Boundary
- HCAD Parcel

Aerial Imagery from January 2014

**EXHIBIT No. 5
SOUTH DETENTION
BASIN OVERALL**

**DAKMONT P.U.D.
HARRIS COUNTY, TEXAS**



1 inch equals 100 feet

Disclaimer: This project is subject to future general progress and any work has been prepared to be suitable for final engineering of various portions. It does not represent an on-the-ground survey and information may be approximate unless otherwise stated. Professional engineer's seal and signature are required for this project. Jones & Carter, Inc. warrants the accuracy, completeness, and reliability of the information provided herein.



JONES & CARTER
Texas Board of Professional Engineers Registration No. 7-48



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/14/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hotchkiss Insurance Agency, LLC - Houston 13430 NW Freeway, Suite 600 Houston TX 77040	CONTACT NAME: Houston Certs PHONE (A/C No, Ext): 713-956-9800 E-MAIL ADDRESS: certsh@hiallc.com	FAX (A/C No): 713-956-0331													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Texas Mutual Insurance Company</td> <td>22945</td> </tr> <tr> <td>INSURER B: FCCI Insurance Company</td> <td>10178</td> </tr> <tr> <td>INSURER C: National Trust Insurance Company</td> <td>20141</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Texas Mutual Insurance Company	22945	INSURER B: FCCI Insurance Company	10178	INSURER C: National Trust Insurance Company	20141	INSURER D:		INSURER E:		INSURER F:
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INSURER B: FCCI Insurance Company	10178														
INSURER C: National Trust Insurance Company	20141														
INSURER D:															
INSURER E:															
INSURER F:															
INSURED MONALAN-01 Monarch Landscape Management, LLC 1850 Hollister Houston TX 77080															

COVERAGES CERTIFICATE NUMBER: 245966336 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CPP023409	12/1/2016	12/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA100008088	12/1/2016	12/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		UMB0024683	12/1/2016	12/1/2017	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	0001125143	12/1/2016	12/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Leased/Rented Eq		CPP02023409	12/1/2016	12/1/2017	Amt of Insurance 50,000 Deductible 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The general liability policy includes a blanket additional insured endorsement (CGL121 04/13) when required by written contract.
 The general liability policy includes a blanket waiver of subrogation endorsement when required by written contract - per (form CGL088 10/13).
 The general liability policy includes a special endorsement with Primary and Noncontributory wording as required by written contract (CGL025 11/08)
 The auto policy includes a blanket additional insured and wavier of subrogation endorsement when required by written contract per (form CAU058 1/15). The Auto includes a special endorsement with Primary and Noncontributory wording as required by written contract (CAU058 See Attached...

CERTIFICATE HOLDER FOR BID PURPOSES ONLY XXXXXXXXXXXXXXXX XXXXXXXXXXXXXX XX XXXXX	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

TASK FREQUENCY SCHEDULE - JULY - EXHIBIT "B"

FUNCTIONS Customer: Oakmont P.U.D. Provider: Monarch Landscape Management, L.L.C.	NO. OF TRIPS													Start Date	2017.09.01		
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TASK COST	EXTENDED TOTAL		
TURF CARE																	
Manicured Mowing	43	2	2	5	5	4	4	5	4	4	4	2	2	928 (A)	39,904		
Manicured Edging	43	2	2	5	5	4	4	5	4	4	4	2	2	A			
Manicured Edging/Soil Bed, Tree Ring	43	2	2	5	5	4	4	5	4	4	4	2	2	A			
Trim (Monofilament)	43	2	2	5	5	4	4	5	4	4	4	2	2	A			
Manicured Clean Up and Blowing	43	2	2	5	5	4	4	5	4	4	4	2	2	A			
Weed Control: Pre-Emergent	1										1			841	841		
Weed Control: Post-Emergent	1			1										957	957		
Fertilization	2			1							1			1,292	2,584		
SHRUB AND GROUND COVER																	
Shrub and Ground Cover Pruning	26	2	2	2	3	2	2	3	2	2	2	2	2	A			
Shrub and Ground Cover Fertilization	2			1							1			115	230		
TREE CARE																	
Tree Fertilization	2		1									1		246	493		
Crape Myrtle: Select Pruning	1		1											124	124		
Tree Pruning: 8'-10' Canopy Height	1		1											602	602		
BED AND TREE RING CARE																	
Weed Control (Manual)	43	2	2	5	5	4	4	5	4	4	4	2	2	A			
MISCELLANEOUS CARE																	
Spray Lines	43	2	2	5	5	4	4	5	4	4	4	2	2	12	516		
Fire Ant Control: Bait with Spot Treatments	3			1			1				1			510	1,531		
Debris Removal and Disposal	43	2	2	5	5	4	4	5	4	4	4	2	2	21	903		
Insect and Disease Inspection	12	1	1	1	1	1	1	1	1	1	1	1	1	A			
Irrigation Inspection, Adjustments and Monitoring	6	1		1		1		1		1		1		410	2,460		
Mulch: Black	1			1										1,760	1,760		
Dead Heading and Care on Seasonal Color	26	2	2	2	3	2	2	3	2	2	2	2	2	A			
Seasonal Color*	3				1			1				1		2,430	7,290		
ADDITIONAL SERVICES PROVIDED WITH APPROVAL																	
Fertilization: Beds and Turf	1							1						1,407			
Insect and Disease Treatment: Beds (sch w/ bed ap	3			1				1			1			99			
Insect and Disease Treatment: Crape Myrtles	2					1				1				177			
Insect and Disease Treatment: Turf	1							1									
Tree Pruning: Class II	2		1								1						
Turf Core Aeration	1		1														

Licensed Irrigator Repair: \$70 man hr
 Licensed Irrigator Emergency Repair: \$135 man hr
 Heavy Cleaning/ General Cleanup : \$35 man hr

Seasonal Color: RFP did not outline the number of annual change outs and we included three (3).
 This frequency will match what is contracted with Auburn Lakes.
 Management and production team currently available with a few portions to fill.

Sub Total	\$ 60,194.20
Sales Tax 8.25%	\$ -
Annual Investment	\$ 60,194.20
Monthly Investment	\$ 5,016.18



1850 Hollister Street
Houston, Texas 77080
Tel: 713.849.6600
Fax: 713.849.6609

LANDSCAPE MAINTENANCE AGREEMENT

THIS LANDSCAPE MAINTENANCE AGREEMENT (this "Agreement") is entered on the ___ day of _____ by and between **MONARCH LANDSCAPE MANAGEMENT, L.L.C.**, ("Contractor"), and _____, ("Owner"), with respect to the property located set forth in Exhibit "A": (the "Job Site"). In consideration of the mutual covenants contained in this Agreement, Owner and Contractor agree as follows:

1. Contractor's Services.

(a) Contractor shall perform the landscaping, ground maintenance and water management services ("Services") for Owner at the Job Site. Contractor shall perform the Services in a commercially reasonable manner, and Contractor will furnish, at its own cost, all supervision, labor, equipment and materials associated with the Services. Contractor is purchasing, installing, and programming 1 smart irrigation control systems valued at \$3,481 each (total investment value: \$ 3,481).

(b) A schedule of Services is set forth in Exhibit "B" hereto, the delivery of service will depend on the actual growing conditions and weather at the Job Site.

2. Contractor's Liability.

(a) Contractor shall not be liable to Owner for any injury to or death of any portion of the turf or any plant material occurring at the Job Site or arising out of Contractor's performance of the Services, unless caused by the negligence or fault of Contractor (other than any injury to or death of any portion of the turf or any plant material arising from the sole or gross negligence of Owner or its agents)

(b) The liability of Contractor (and its partners) to Owner (or any person or entity claiming by, through or under Owner) for any default by Contractor under the terms of this Agreement or any matter relating to or arising out of the performance by Contractor of the Services shall be limited to Owner's actual direct, but not consequential, damages therefor and shall be recoverable only from Contractor's assets, and Contractor (and its partners) shall not be personally liable for any deficiency.

3. **Term.** The term of this Agreement will be for a period of 36 months commencing on ___ and terminating on ___ unless terminated as set forth below. At each one (1) year anniversary date, Agreement is subject to an increase in the monthly sum if agreed upon by Contractor and Owner in writing. This Agreement shall automatically renew for additional period of twelve (12) months on each renewal date.

4. **Payment.** In consideration for Contractor's performance of the Services, Owner shall pay to Contractor a monthly fee equal to \$ ___ (together with any fee for additional services, the "Service Fee"), which **Includes OR Excludes** all applicable state and local sales or use taxes of 8.25% (**Sales Tax Exemption Certificate Required**), payable without notice, demand, deduction or set-off by good and sufficient check to **MONARCH LANDSCAPE MANAGEMENT, L.L.C.**, drawn on a national banking association, at Contractor's address above or as otherwise specified by Contractor. Application for payment will be made by the 30th day of the month.

5. **Balanced Billing of Service Fee** Due to the various growing seasons, Services will be performed at different rates during the year, with a greater number of services performed during the active growing season and less services performed during slower growing months. As a convenience to the Owner, Contractor will invoice the Service Fee on a Balanced Billing Basis arrived at by dividing the sum of all the annual (12 month) charges for Services, as set for the on the Exhibit "B" to be performed by 12 and invoiced on a monthly basis.

Default in Payment of Service Fee. Owner's failure to pay any Service Fee within 30 days after Contractor's delivery of an invoice therefor shall constitute a default by Owner under this Agreement, and, in addition to all other rights and remedies afforded Contractor hereunder or by law or equity, Contractor may (a) charge interest on any unpaid Service Fee equal to the lesser of (i) 18% per annum or (ii) the highest lawful rate of interest, (b) terminate this Agreement.

7. **Termination.**

(a) Either party may terminate this Agreement, with or without cause, at any time, by giving 30 days written notice to the other party.

(b) In the event of termination prior to the 36-month contract period, Owner will be responsible for paying a termination fee for the investment associated with the smart irrigation control(s) at a rate equal to \$55 per control system per remaining month in the 36-month contract and including installation/ programming fee of \$200 per control system

8. **Balanced Billing Adjustment on Termination** In the event that this Agreement or any renewal is terminated prior to a scheduled termination date, the charges for the Services performed will be adjusted to invoicing for the actual Services performed on an "a la carte" basis. This amount will be arrived at by taking the sum of the individual charges for all Services performed by Contractor, as set forth on Exhibit "B", less the actual amounts paid by Owner to Contractor under the Balanced Billing plan during the term of the Agreement. If the amounts paid by Owner to Contractor exceed the sum of the individual charges, Contractor agrees to refund the difference to Owner. Conversely, if the amounts paid by Owner to Contractor are less than the sum of the individual Services, Contractor will invoice Owner for the difference.

9. **Contractor's Insurance.** Contractor shall maintain the following insurance: (a) Commercial General Liability insurance in amounts of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, (b) Worker's Compensation insurance at, \$1,000,000 for Employers Liability, (c) Comprehensive Automobile Liability insurance in amounts of \$1,000,000 combined single limit per occurrence, (d) Umbrella Liability Insurance with limits of \$4,000,000. Owner shall be named as an additional insured on Contractor's general liability and umbrella liability insurance policies. Within 15 days after Owner's request therefor, Contractor shall furnish to Owner certificates of such insurance.

10. **Miscellaneous.**

- A. This Agreement may not be altered, changed or amended except by an instrument in writing signed by both parties hereto.
- B. This Agreement shall be construed under and enforced exclusively in accordance with Texas law; and exclusive venue for all disputes arising under this Agreement shall be in Harris County, Texas.
- C. Other than for Owner's obligations under this Agreement that can be performed by the payment of money, whenever a period of time is herein prescribed for action to be taken by either party hereto, such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorist acts or activities, governmental laws, regulations or restrictions, or any other causes of any kind whatsoever which are beyond the control of such party. Except as provided above, time is of the essence for all performance contemplated by this Agreement.
- D. Any notice with respect to Terms under this Agreement may be given in any manner set forth as follows to the address or number below and will be deemed effective as indicated: (i) if in writing and delivered in person, by courier or e-mail; (ii) if sent by facsimile transmission; or (iii) if sent by certified or registered mail or the equivalent (return receipt requested), on the date that mail is delivered or its delivery is attempted.

Executed on the date first set forth above.

Monarch Landscape Management, L.L.C.

Project: _____

Address: _____

Phone: _____

Title: _____

by: _____
A. Jason Mathers, President

by: _____
Authorized Representative

Weathermatic Premier Partners The Smart Choice



As a Weathermatic Premier Partner, we provide our clients with unmatched service, water savings and social responsibility.



Our clients automatically participate in the global Save Water | Give Life initiative.

The Weathermatic SmartLink System is today's solution

for water conservation, landscape management, service accountability and social responsibility.

Did you know that 70% of urban water use goes to landscaping irrigation and 50% of that water is wasted?

- **Reduce** water use by up to 50% - Rapid ROI
- **Comply** with restrictions while maximizing watering opportunities.
- **Identify** and apply for applicable rebates.
- **Enjoy** a healthier sustainable landscape.



Sustainability

Did you know that 90% of commercial irrigation systems are over-watering or have undetected or unrepaired breaks?

- **Access** all sites from a single cloud-based tool - anywhere, anytime.
- **Track** water use & landscaping services.
- **Monitor** alerts, repairs & contracted landscaping tasks.
- **Limit liability**, reduce risk, minimize landscape damage.



Visibility

Did you know that we give back one gallon of water to thirsty communities for every gallon our programs save?

- **Participate** in the Weathermatic **Save Water | Give Life** initiative.
- **Demonstrate** your passion for saving water and social responsibility.



Responsibility

The Premier Partner Guarantee

As a Weathermatic Premier Partner, we offer this Service Guarantee:

- Automated monthly inspection process with photos
- We will identify and eliminate water waste
- Defined and timely repair process
- Water restriction compliance
- Commitment to technology innovation
- Participation in Save Water | Give Life global water initiative
- Equipment operational integrity
- Commitment to site beauty

Premier Partners

Weathermatic Premier Partners are among less than 1% of irrigation service providers who have been selected as partners by Weathermatic for their excellent reputation, experience with smart irrigation technology and their dedication to stringent service standards. They are dedicated to accountability in site management, landscape beauty and contributing to water access and sustainability around the world.



SmartLink™ 
Wireless Landscape Network

Introducing SmartLink.
The world's first intelligent, affordable,
web-based irrigation control system.

IT'S TIME TO SAVE WATER AND BEAUTIFY YOUR LANDSCAPE WITH THE SMARTLINK™ NETWORK

Imagine having immediate access to every element of your irrigation system. With the SmartLink Wireless Landscape Network, you and your landscape professional have unprecedented control over your system.



Web-based control means you can access your controller from anywhere with a simple internet connection.

What does this mean to you?

Now your landscape professional is capable of making a simple programming change, monitoring the health of the system, or even being alerted if a problem occurs. He can instantly shut down your system in an emergency and help you comply immediately with local watering restrictions, avoiding costly fines.



COMPUTER



SMARTPHONE



TABLET

Gain access to the SmartLink Network via any device that connects to the internet. Adjusting all of your controller's parameters is surprisingly easy. And with real-time reporting, you get visibility showing exactly how much water you are saving.

smartlinknetwork.com



A Smarter way to save.

Conventional timer-based systems water on weekly schedules that once programmed, are rarely changed. Because of this, they tend to over-water by 20-60%. They also do not take into account seasonal, soil, plant and weather conditions. Over-watering injures plants and creates runoff that can lead to costly damage to pavement and walkways. Not to mention, it's embarrassing.

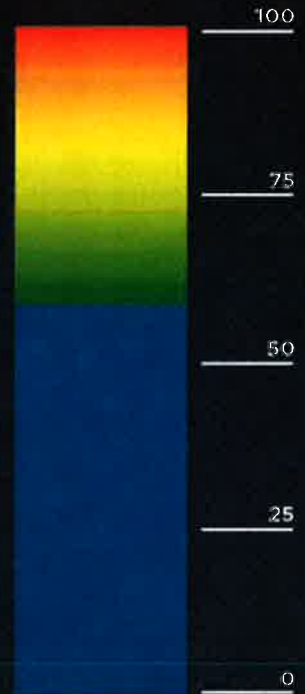
The SmartLine Controller is the water-saving control system in SmartLink. It has been installed on more than 385,000 properties saving an average of 38% in water use by taking into account all the necessary conditions to maximize irrigation efficiency.



38% EXCESS WATERING
\$2,300 COST

62% LANDSCAPE REQUIREMENT

\$6000 WATER BILL



What SmartLink can do for you.

smartlinknetwork.com

Dramatic Water Savings.

Saves an average of 38% on water with auto adjust features which precisely irrigate

Landscape Beautification.

Weather-sensitive irrigation avoids over-watering or under-watering to extend plant life

Real-Time Reporting.

Water savings reports help you regularly see the benefits of Smart weather-based irrigation

Freeze Prevention.

Automatically prevents watering during freezes

Reduce Hardscape Damage.

Avoid costly damage to pavements and parking lots from water run-off

Immediate Compliance.

Web-based programming for quick compliance with water restrictions to avoid costly fines

Web-Based Control.

Enable your contractor to instantly shutdown your system in an emergency

Equipment Assurance.

Equipment warranty to cover lightning, theft, and physical damage

Flow Sensing.

When the SmartLink Flow Sensor is installed, it will provide critical information used to take water management to a new level



NOW YOU HAVE CONTROL OF YOUR CONTROLLER

The most important part of an irrigation system is the controller. Like the dashboard of a car, you need to have critical information provided to you in order to drive. Sadly, conventional controllers do not have the technology to give you the feedback and control needed to run your system efficiently. There's nothing conventional about SmartLink. Go Smart. Go SmartLink.

Conventional Sprinkler Timer

SmartLink 
Wireless Landscape Network

Loses time, programming, and landscape	Retains time, date and program. No battery is required for ordinance compliance
Non-compliant with watering day restrictions = Frequent repair trips or costly fines. Non-compliant and illegal to install in many areas	Complies with watering day restrictions and special event programming, using web-based control. Increasingly required in new building codes
Low efficiency = over watering to limit landscape loss due to weather changes.	High efficiency = Automatically adjusted watering times based on the weather to save 20-60%
No remote access for urgent programming changes	Remote access for rain/freeze events, allows shutdown and instant off capability to limit liabilities
No remote monitoring or reporting.	Fault monitoring and reporting of water savings
Limited and commonly expired equipment warranty only covers manufacturer defects	Lifetime of service equipment warranty includes coverage for lightning, theft, and physical damage

THE SMARTLINK NETWORK INCLUDES THE SMARTLINE CONTROLLER, SMARTLINK AIRCARD, AND WEATHER STATION. COMBINED, THERE'S NOTHING ELSE LIKE IT.



ESTIMATE YOUR SMARTLINK SAVINGS

Annual Water Bill	10%	20%	30%	40%	50%
\$1,000	\$100	\$200	\$300	\$400	\$500
\$2,500	\$250	\$500	\$750	\$1,000	\$1,250
\$5,000	\$500	\$1,000	\$1,500	\$2,000	\$2,500
\$10,000	\$1,000	\$2,000	\$3,000	\$4,000	\$5,000
\$20,000	\$2,000	\$4,000	\$6,000	\$8,000	\$10,000
\$30,000	\$3,000	\$6,000	\$9,000	\$12,000	\$15,000
\$50,000	\$5,000	\$10,000	\$15,000	\$20,000	\$25,000
\$100,000	\$10,000	\$20,000	\$30,000	\$40,000	\$50,000

Actual savings will obviously vary based on weather, water rates, historical watering practices and overall sprinkler system efficiency.

smartlinknetwork.com

Weathermatic™
Water Conserving Innovation



Weathermatic Headquarters
3301 W. Kingsley Rd.
Garland, TX 75041
1-888-484-3776
smartlinknetwork.com

LANDSCAPE MANAGEMENT AGREEMENT

AGREEMENT entered into as of this 1st Day of _____, 2017 between I.M.S. Landscape services, Inc., a Texas Corporation, hereinafter-called "**CONTRACTOR**", and Oakmont PUD, a Texas Corporation, hereinafter called "**OWNER**".

PURPOSE OF AGREEMENT:

The purpose of this Agreement is to state the terms and conditions under which the **CONTRACTOR** will provide landscape management services for the property of the **OWNER** which is located at 5400 Fellowship Lane in Spring, Texas.

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. **SCOPE OF SERVICE:** **CONTRACTOR** shall perform the landscape maintenance functions as described in the Landscape Maintenance Task Descriptions.
2. **AREAS TO BE MAINTAINED:** See attached Bid Specification Sheet and Community Map.
3. **MATERIALS AND SUPPLIES:** **CONTRACTOR** will secure at its own expense personnel, equipment and materials required in performing services under this Agreement.
4. **COMPENSATION AND METHOD OF PAYMENT:** The **OWNER** agrees to pay **CONTRACTOR** as follows:

The cost for the landscape maintenance functions as described in the Landscape Maintenance Task Descriptions, shall be the sum of **\$65,680.14 based upon 42 visits.**

Said sum includes payment of all sales taxes at the then-current rate established by applicable governing districts. **PUD DISTRICTS ARE TAX EXEMPT.**

CONTRACTOR shall submit invoices to **OWNER** on the first day of each month for the current calendar month.

All payments are due and payable to **CONTRACTOR** at the address stated herein. Should **OWNER** default in the payment of any or the entire amount due under this Agreement and such amount is collected by or through an attorney, **OWNER** agrees to pay all reasonable attorneys' fees.

OWNER herein has a duty to inspect the **PROPERTY** within three (3) days after **CONTRACTOR** has performed any services. If **OWNER** is dissatisfied with any work performed, notice of such dissatisfaction shall be given to **CONTRACTOR** within seven (7) days from the date of completion of the services. **CONTRACTOR** shall then have seven (7) days to repair or correct such work at no additional cost to **OWNER**. **OWNER'S** failure to properly notify **CONTRACTOR** in a timely manner of dissatisfaction with any work called for under this Agreement shall constitute a waiver of any claim **OWNER** may have in regard to the services rendered by **CONTRACTOR** under this Agreement.

5. **TERM OF AGREEMENT:** The term of this Agreement shall be for a period of twelve (12) months, beginning the 1ST day of _____, 2017.
6. **TERMINATION OF AGREEMENT:** If for any reason, **CONTRACTOR** or **OWNER** shall fail to fulfill in timely and proper manner its obligations under this Agreement, **CONTRACTOR** or **OWNER** shall have the right to terminate this Agreement by giving thirty (30) days written notice to either party of such termination.

7. **IRRIGATION SYSTEM:** CONTRACTOR agrees to monitor all automatic irrigation systems as to proper frequency and duration of supplemental watering. CONTRACTOR will promptly notify OWNER of any knowledge it has of any malfunction or damage to the irrigation system. The cost of any repair will be billed by the provider and paid directly by the OWNER. Should it be determined that damage is caused solely by the negligence of CONTRACTOR, the CONTRACTOR shall repair such malfunction or, if unable to repair such malfunction or damage, pay for the cost of such repair. Cost may be paid directly by CONTRACTOR or deducted by OWNER from payment due CONTRACTOR.
8. **WEEKLY MANAGEMENT WORKORDER:** The CONTRACTOR will also be responsible for notifying the OWNER of any landscape management problems known to CONTRACTOR through a management workorder.
9. **LANDSCAPE MANAGEMENT INSPECTION:** OWNER or its designated agent may, upon request, require CONTRACTOR to inspect the property with OWNER, or its designated agent.
10. **LANDSCAPE MAINTENANCE TASK FREQUENCY:** All items listed on the Landscape Maintenance Task Frequency Schedule shall be performed in the frequency specified, subject to the provisions of Paragraph 13.
11. **MODIFICATION OF CONTRACT:** This Agreement may not be modified, except in writing and signed by authorized agents of both CONTRACTOR and OWNER.
12. **INSURANCE AND BOND:** CONTRACTOR shall, at its sole cost and expense, maintain in effect at all times during the full term of this Agreement and as otherwise required under the Agreement, insurance coverage's with limits not less than those set forth below in the Schedule of Insurance Coverage's with insurance companies licensed to do business in the State of Texas, rated "A" or better by Best's Rating Guide and acceptable to the OWNER and under forms of policies satisfactory to the OWNER, its officers, directors, shareholders, partners, employees and agents (the OWNER, its officers, directors, shareholders, employees and agents are hereinafter referred to collectively as the "Indemnities"). All such policies shall be written on an occurrence (not claims made) basis.

Schedule of Insurance Coverage's

Coverage	Minimum Amounts and Limits
A). <u>Worker's Compensation</u>	
Worker's Compensation	Statutory Limits
Employer's Liability	\$100,000
The policy shall include a Waiver of Subrogation in favor of the Indemnities.	
B). <u>Commercial General Liability</u>	
Bodily Injury	\$1,000,000 each occurrence or
Property Damage	equivalent, subject to a \$1,000,000
(Occurrence Basis)	applicable to the Agreement

This policy shall be on a form acceptable to the OWNER, endorsed to include the Indemnities as additional insured, contain a Waiver of Subrogation in favor of the Indemnities, and shall include the following coverages:

- 1). Premises/Operations
- 2). Independent Contractors

- 3). Completed Operations
- 4). Broad Form Contractual Liability specifically in support of, but not limited to, the indemnity provisions of the Agreement
- 5). Broad Form Property Damage
- 6). Personal Injury Liability with employee and contractual exclusions removed

C). Comprehensive Automobile Liability

Bodily Injury	\$1,000,000 combined
Property Damage	single limit

This policy shall be on a standard form written to cover all owned, hired and non-owned automobiles. The policy shall be endorsed to include the Indemnities as additional insured and contain a Waiver of Subrogation in favor of the Indemnities.

Evidence of Insurance: Certificates of Insurance issued by the insurance carrier must be furnished to the OWNER prior to CONTRACTOR commencing any work. Such Certificates of Insurance shall specify the additional insured status required by this Agreement, waivers of subrogation, that all broad form general liability coverage's and other requirements set forth in this Agreement are provided, and shall state that the OWNER will be notified in writing thirty (30) days prior to the cancellation, change, reduction in coverage, or non-renewal of such insurance at OWNER's address.

None of the requirements contained herein as to types, limits or OWNER's approval of insurance coverage to be maintained by CONTRACTOR is intended to and shall not in any manner limit, qualify or quantify the liabilities and obligations assumed by CONTRACTOR under the Agreement or otherwise provided by law.

Subcontractor's Insurance: Insurance similar to that required of CONTRACTOR shall be provided by all Subcontractors (or provided by CONTRACTOR on behalf of Subcontractor) to cover their operations performed under the Agreement. CONTRACTOR shall be held responsible for any modification in these insurance requirements as they apply to its Subcontractors, if applicable.

CONTRACTOR shall maintain Certificates of Insurance from all Subcontractors, enumerating, among other things, the waivers in favor of, and insured status of the Indemnities, as required herein, and make them available to OWNER upon request.

The CONTRACTOR agrees to indemnify, defend, and hold harmless the OWNER and its officers, directors, members, employees and agents (the OWNER and its officers, directors, members, employees and agents are referred hereinafter collectively as the "OWNER and its Related Parties or Indemnities") against all claims, demands, suits, judgments, court costs, attorneys' fee attachments, and other legal action growing out of, resulting from or relating to loss of life, injury or damage to any person or property occurring in or about the facilities located at – Oakmont PUD located in Spring, Texas, resulting from or caused by any negligent or intentional act or omission of CONTRACTOR or its officers, directors, shareholders, partners, employees and agents (the CONTRACTOR and its officers, directors, shareholders, partners, employees and agents are hereinafter referred to collectively as the "CONTRACTOR and its Related Parties") or any breach by CONTRACTOR or its Related Parties of this Agreement, but only to the extent of CONTRACTOR'S proportionate negligence. CONTRACTOR shall not indemnify the OWNER and its Related Parties as above set forth for any grossly negligent or intentional act or omission of OWNER or any of its Related Parties.

The CONTRACTOR hereby waives all claims, rights of recovery, and causes of action that CONTRACTOR or any party claiming by, through or under CONTRACTOR may now or hereafter have by subrogation or otherwise against the OWNER or any of Related Parties for any loss or damage (including loss of life, injury or damage to any person or property) occurring in or about the

facilities located at Oakmont PUD , Spring, Texas, except if caused by the gross negligence or willful misconduct of the OWNER or its Related Parties, to the extent that same have been insured against under the terms of the CONTRACTOR's general liability insurance policy; provided, however, that the waiver set forth in this section shall not apply to any deductible on the insurance policy carried by the CONTRACTOR.

13. ACTS OF GOD: Notwithstanding anything above to the contrary, in the event that the performance of CONTRACTOR of its services hereunder is interrupted or delayed by extenuating circumstances beyond human control, such as acts of God (rain, freeze, flood, hurricane, war, riots, etc.), the CONTRACTOR shall be excused from providing such services prescribed in this Agreement for such a period of time as is reasonably necessary after such occurrence to remedy the effect thereof.
14. MISCELLANEOUS PROVISIONS:
 - A. Notice. Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or registered or certified mail, return receipt requested, or via facsimile transmission to the addresses listed herein.
 - B. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and under all obligations of the parties created hereunder are performable in Harris County, Texas.
 - C. Authorization. All persons who execute this Agreement have been duly authorized by all requisite action, and the execution of this Agreement by such persons constitutes the legal, valid and binding obligation of OWNER and CONTRACTOR.
 - D. Prior Agreements Superseded. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.
 - E. OWNER'S Covenant Not to Engage CONTRACTOR'S Employees. OWNER understands and acknowledges that CONTRACTOR has and will continue to expend substantial time, effort and capital in recruitment, training and supervision of CONTRACTOR'S managers and supervisors who provide and render service to OWNER under this agreement, and that such managers and supervisors have access to and possess Contractor's proprietary and confidential information and trade secrets. In consideration therefore, OWNER agrees that in the event OWNER, its affiliates, successors, assigns, partners, joint ventures, or subsidiaries, knowingly employs, enters into a management, consulting and/or similar agreement, with any of CONTRACTOR'S management or supervisory employee(s), or their employer, for the term of 12 months from date employee separation occurred, then unless otherwise agreed the balance of the contract shall be paid by OWNER upon receipt therefore. Contracts automatically renew annually upon contract expiration date, unless notified in writing 30 days before contract expiration date.

EXECUTED by the parties hereto on the day and year first above written.

ATTACHED:

Landscape Maintenance Task Descriptions

OWNER: Oakmont Public Utility District
Attn: Mr. Chris Roznovsky
Attn: Mr. Aaron Bennett

BY: _____

Title: _____

CONTRACTOR: I.M.S. Landscape Services, Inc.
Address: 18110 Juergen Road
Tomball, Texas 77377

Phone: (281) 351-5201

BY: Mike Graham
Name: Mike Graham

Title: President

LANDSCAPE MAINTENANCE TASK DESCRIPTIONS

1. TURF CARE

- A. **MANICURED MOWING:** All turf areas contained within the specific management area shall be accomplished so as to provide a uniform cutting height of 2" above soil level of turf, being careful not to remove more than one-third (1/3) of the turf blade at any given mowing frequency. All turf clippings shall be removed via mowing bagging attachments.
- B. **MANICURED EDGING:** Curbs, sidewalks, and Ballard's within specified areas shall be edged with steel blade equipment. All edging debris shall be removed by choice of blower, vacuum and/or broom, etc.
- C. **MANICURED SOIL BED EDGING:** Soil bed shall be edged to maintain a vertical line of separation from surrounding turf. Only mechanical steel blade edgers are to be used.
- D. **MANICURED SOIL TREE RING EDGING:** Soil around tree ring shall be edged to maintain a vertical line of separation from surrounding turf. Only mechanical steel blade edgers are to be used.
- E. **TURF TRIMMING:** Monofilament trimmers are permitted around light poles, fire hydrants, irrigation vacuum breakers, foundations, steel fences, etc.
- F. **TURF FERTILIZATION:** A balanced fertilizer will be used according to the needs of the property. A minimum of seven (7) pounds actual Nitrogen per 1000 square feet is defined for bid purposes. A pre-emergent will be applied in accordance with Exhibit "D".
- G. **TURF WEED CONTROL:** Turf areas will be monitored closely by Contractor throughout the growing season. Broadleaf weed control is a routine part of the contract.

2. SHRUB AND GROUNDCOVERCARE

- A. **PRUNING (Shrub and groundcover):** All shrubs and groundcover shall be hand pruned to remove dead and damaged wood to allow for natural development of plant material and to create the effect intended by nature and/or design. Pruning should be performed through the growing months to keep the plant material aesthetically pleasing and within its boundaries.
- B. **SHRUB and GROUNDCOVER FERTILIZATION:** A balanced fertilizer will be used according to the needs of the property. A minimum of five (5) pounds per 100 square feet is defined for bid purposes. All applications will be applied immediately after mowing frequency.
- C. **INSECT AND DISEASE INSPECTION:** All shrubs and ground cover will be closely monitored by Contractor. In the event insect or disease infestations are discovered, the Contractor will recommend actual chemical control measures and provide a cost estimate to Owner prior to implementation. Insect and disease control is an extra to the Owner.

3. FLORAL CARE

- A. **WEED REMOVAL:** All seasonal beds are to be weed free at all times. Manual removal is required to sustain a high visual profile.
- B. **FERTILIZATION:** Additional fertilization may be necessary to guarantee proper growth and flower production. A minimum of 2.5 pounds actual Nitrogen per 1000 square feet per change out is requested for bid purposes.

- C. **INSECT AND DISEASE INSPECTION:** All floral areas will be closely monitored by Contractor. Insect and disease control shall be a closely monitored and a proposal will be sent for treatment if needed.
- D. **Seasonal color** will be installed two times per year.

4. TREE CARE

- A. **TREE PRUNING:** All trees shall have trunk suckers removed, branches rubbed and minor canopy thinning. Drooping branches shall be removed. All pruning equipment shall be sharp, clean and safe.
- B. **TREE FERTILIZATION:** A deep root injected fertilization analysis shall be applied per manufacturer's recommendations.
- C. **TREE INSECT AND DISEASE INSPECTION:** Contractor will closely monitor all trees for insect and disease problems. Treatment is an extra to the Owner and cost shall be as defined for term of agreement according to "Per Trip per Task Cost".

5. SOIL BED AND TREE RING CARE

- A. **WEED CONTROL:** The use of pre- and post-emergent herbicide are allowed. Hand weeding will be performed in accordance with Exhibit "D".
- B. **MULCH CONTROL:** Applications of composite shredded bark mulch will be applied at an average 2" depth standard, and will be performed as agreed in accordance with Exhibit "D".

6. MISCELLANEOUS CARE

- A. **SPRAY LINES:** Hardscape areas, i.e. concrete and expansion joints, bumper stops, etc., shall be sprayed with a contact herbicide to eliminate weed growth in and around these areas without damaging surrounding turf and/or plant material, keeping in mind all safety precautions during applications.
- B. **FIRE ANT CONTROL:** Fire ant manifestations shall be treated by Contractor when observed during the performance of landscape maintenance tasks, as a routine service by Contractor each visit. Fire ant bait will be applied two times per year.
- C. **IRRIGATION:** The irrigation system will be inspected after each mowing visit. Check clock setting, clock operation, head elevation and coverage, valve function, vacuum breaker, and that all heads are intact and secure.
- D. **PLANT MATERIAL DISPOSITION:** All dead plant material, clippings and other debris will be removed and disposed of by Contractor at the end of each visit to the property.

Oakmont PUD

8-Aug-17

CMY

I.M.S. Landscape Services, Inc.

	Unit of Measure	Total Area or Quantity	Labor Hours per Task	Labor Charge per Task	Material Quantity per Task	Material Cost per Task	Total Labor Charge per Task	Total Material Charge per Task	Total Task per Visit Charge	Total Annual Freq	Total Tas
TURF CARE											
Manicured Mowing	sq ft	724,649	18.12	425.73			425.73		425.73	42	
Manicured Edging	Ln ft	22,661	5.67	133.13			133.13		133.13	42	
Manicured Edge/Soil Bed, Tree	Ln ft	1,198	0.40	9.38			9.38		9.38	42	
Monofilament Trim	sq ft	7,202	1.80	42.31			42.31		42.31	42	
Weed Control/Pre-emerge	sq ft	724,649	11.40	456.04	724.65	579.72	456.04	579.72	1035.76	2	
Weed Control/Post Emergent	sq ft	724,649	11.40	456.04	724.65	1304.37	456.04	1304.37	1760.41	2	
Fertilization	sq ft	724,649	11.40	267.92	2588	2070.43	267.92	2070.43	2338.35	2	
SHRUB AND GROUND COVER											
Shrub Pruning	Ln ft	523	1.49	35.12			35.12		35.12	12	
Ground Cover Trimming	sq ft	4,210	2.11	49.47			49.47		49.47	12	
Shrub/Groundcover Fertilization	sq ft	5,590	0.33	7.73	28	34.94	7.73	34.94	42.68	2	
Treat Insect And Disease	sq ft	5,590	7.99	319.43	11.18	13.98	319.43	13.98	333.40	0	
SEASONAL COLOR											
Installation	sq ft	420	12.10	284.26	604.80	665.28	284.26	665.28	949.54	2	
Weed Control/Maintenance	sq ft	420	0.8	19.74			19.74		19.74	42	
Fertilization	sq ft	420	0.60	14.10	21	26.25	14.10	26.25	40.35	6	
TREE CARE											
Fertilization	each	45	2.25	90.00	135.00	168.75	90.00	168.75	258.75	1	
Pruning/6" Cal. & Below	each	45	9.0	211.50	3	75.00	211.50	75.00	286.50	1	
Prune Crape Myrtles	each	21	4.2	98.70	1	35.00	98.70	35.00	133.70	1	
Insect/Disease Control	each	21	0.53	21.00	0.04	0.05	21.00	0.05	21.00	1	
SOIL BED/TREE RING CARE											
Weed Control (Manual)	sq ft	6,265	2.1	49.08			49.08		49.08	42	
Mulch	sq ft	6,265	27.08	636.30	27.08	812.29	636.30	812.29	1448.59	2	
MISCELLANEOUS CARE											
Spray Lines	Ln ft	22,661	5.0	118.34	45.32	45.32	118.34	45.32	163.66	12	
Fire Ant Control Spot	sq ft	724,649	2.7	63.54	11.40	17.10	63.54	17.10	80.64	42	
Fire Ant Control Bait	sq ft	724,649	8.1	322.07	16.64	339.37	322.07	339.37	661.43	3	
Irrigation Inspection	sq ft	724,649	7.5	373.53			373.53		373.53	12	
Debris Removal	sq ft	724,649	8.33	195.74			195.74		195.74	42	

SUB-TOTAL	
TAX SUB-TOTAL	
GRAND TOTAL	

Prepared By: _____

Date: _____

I.M.S. Landscape Services, Inc.

I.M.S. LANDSCAPE SERVICES, INC.

General Information and Qualification Statement

Submitted to:

OAKMONT PUBLIC UTILITY DISTRICT

I.M.S. Landscape Services Inc. is a family owned, family operated with family values Texas Corporation.

I.M.S. Landscape Services was incorporated in June of 1998 in Houston, Texas and has been servicing the Greater Houston, Fort Bend and Conroe areas for the last 22 years.

Michael K Graham is the sole owner of I.M.S. Landscape Services, Inc.

I.M.S. Landscape Services currently services over 142 properties. Our clientele range from Homeowner's Associations, Business Parks, Developers, Townhome communities, Mud utility districts and hospitals. We currently provide manicured services to over 23 million 958 thousand square feet of property.

IRRIGATION QUALIFICATIONS

I.M.S. Landscape services currently has 5 staffed irrigators and 3 licensed technicians. We maintain over 300 controllers. Of the 300+ controllers, fifty are Calsense and 50 are MAXI-Com. We have three properties that currently operate their irrigation with Calsense controllers, Grand Lakes, Avalon @ Seven Meadows and Woodcreek Reserves. IMS owns our own software for both Calsense and MAXI-Com. The typical response time during and after business hours is typically four hours.

EMPLOYMENT INFORMATION

I.M.S. employees approximately 140 employees' during peak season and approximately 110 employees during the winter months. Of these employees IMS has 4 areas managers with over Seventy years of combined experience in the Houston Landscape industry. IMS has one special services manager and a team of employees that devotes most of their time to special installs as well as large tractor mowing.

IMS has 4 supervisors which oversee the crews and the work performed. Each crew has a foreman and a crew leader to ensure supervision and completion of each job.

Vehicle fleet is White and clearly marked with our logo.

Employees are required to wear I.M.S. Logoed Safety Yellow Uniforms (Foreman are in Safety Orange for customer easy detection) and of course all necessary safety gear.

IMS CURRENTLY HAD ADEQUATE STAFF AND EQUIPMENT SHOULD WE BE AWARDED THIS CONTRACT TO ACCOMMODATE ALL NEEDS OF THE OAKMONT PUD.

Insurance Limits:

\$1,000,000 General liability

\$5,000,000 Umbrella

\$1,000,000 Auto

\$1,000,000 Workman's Compensation (We have an exceptional safety record boasting only one false claim since inception of company)

Sample certificate of coverage is attached.

REFERENCES:

Cypress Creek Lakes Master Planned Community

Acquired in April 2006 Cypress Creek Lakes, a Master Planned Community, which is still in the development stages in which Phase II started in 2011 and to be completed in 2014. Located on Fry Road approximately 1 mile south of 290. Once completed, it will provide homes to 1250 families. The Green space is unique in Cypress Creek Lakes utilizing pumping stations in its (9) large Lakes areas to Irrigate the common spaces. Currently there are 166 acres of manicured green space which includes (9) Lakes, (2) Recreation/Meeting/Pool areas and (1) Splash Pad/Park area. I.M.S. has worked both with the developer, HC MUD 374 and the management company throughout the inception of this contract.

Liz Pettit (Association Manager) 281-579-0761

Harris County MUD 374 Board Member- Mike Owens email: mikemud374@entouch.net

Grand Lakes Master Planned Community

Grand Lakes, a Master Planned Community, is located in Katy, Texas, Fort Bend County off of Grand Parkway and Fry Road. Grand Lakes Community is over 6 million square feet of common area, consisting of 25 miles trail system, 4 pools, parks and setback reserves. IMS has maintained this property from conception of development in 1998.

Collins Pier – 713-839-5184 – Board President

HIDDEN LAKES LEAGUE CITY MASTER PLANNED COMMUNITY

We began working with ACMI in 2005 and since that time we have grown to be at the top of the list for their Landscape Management needs. Currently we maintain (26) communities for ACMI ranging in various sizes of 100 to 5 acres of common space. We have maintained Hidden Lakes since November of 2013. Hidden Lakes is a Master Planned Community in which development is still occurring. When complete there will be over 800 homes and 100 acres of commercial development.

Mr. Bert Williams contact info is: 281-251-2292

Additional References are available upon request.

General:

I.M.S. Landscape Services Inc. has a total of (5) Commercial Chemical Applicators on staff, holding business License # 00165180 licensed with the Texas Department of Agriculture.

I.M.S. Landscape Services currently maintain 120 properties with a peak staff of 140 and maintains a fleet of 44 new year model trucks.

Thank You for your interest in I.M.S. Landscape Services, Inc., we look forward to serving all your landscape maintenance needs.

Please submit additional inquiries to:

Andy Blomberg

(O) 281-351-5202

(C) 713-653-4970

(E) ablomberg@imslandscapeservices.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/1/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2618 Broadway Pearland TX 77581	CONTACT NAME: Kathy Gonzales PHONE (A/C, No., Ext): 281-670-2958 FAX (A/C, No.): 281-485-6933 E-MAIL ADDRESS: kathy_gonzales@ajg.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED IMSLA-1 IMS Landscape Service, Inc. 18110 Juergen Rd. Tomball TX 77377	INSURER A: ALI-Allied Property & Casualty	NAIC # 42579
	INSURER B: Texas Mutual Insurance Company	22945
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1825008127 **REVISION NUMBER:**

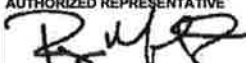
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		ACP 7224860426	3/1/2017	3/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0		BAA 7224860426	3/1/2017	3/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A	TSF 0001154912	3/1/2017	3/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy includes a blanket automatic additional insured endorsement (CG7434 0512) that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy includes a blanket automatic waiver of subrogation endorsement (CG7323 1111) that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.
 See Attached...

CERTIFICATE HOLDER Sample	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ADDITIONAL REMARKS SCHEDULE

POLICY NUMBER		NAMED INSURED	
CARRIER		EFFECTIVE DATE:	
NAIC CODE		IMS Landscape Service, Inc. 18110 Juergen Rd. Tomball TX 77377	
ICY Arthur J. Gallagher Risk Management Services, Inc.			

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

TX Blanket Additional Insured Endorsement Commercial Contractors Coverage (CG7434 0512). This includes section B.3. Completed Operations.

This coverage applies to the General Liability policy Contractors Enhancement Plus Endorsement (CG7323 1111) Applies to the General Liability policy. This includes section 4. Additional Insured-When required in an Agreement or contract with you primary and non-contributory.

The Business Auto policy includes a blanket automatic additional insured endorsement (AC0102TX 0310) that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Business Auto policy includes a blanket automatic waiver of subrogation endorsement (AC0101A 0310) that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

The Workers Compensation policy includes a blanket automatic waiver of subrogation endorsement (WC420304A) that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

Commercial Umbrella Liability policy form UMB0002 0413, Follow Form Liability Insurance. Blanket Waiver of Subrogation, Blanket Additional Insured and Blanket 30 day Notice of cancellation.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

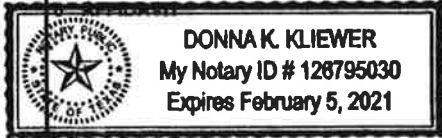
1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY CERTIFICATION OF FILING Certificate Number: 2017-247289 Date Filed: 08/09/2017 Date Acknowledged:
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. I.M.S. Landscape Services, Inc. Tomball, TX United States		
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Oakmont Public Utility District		
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. 082317 Landscape Maintenance		

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	I.M.S. Landscape Services, Inc.	Tomball, TX United States	X	

5 Check only if there is NO interested Party.

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Signature]
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Amy Carranza this the 9th day of August 2017, to certify which, witness my hand and seal of office.

[Signature] Donna K Kliever office manager
 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath



"Keeping Your Investment Growing"™

**LANDSCAPE MAINTENANCE PROPOSAL
PREPARED FOR:**

**OAKMONT PUD
MANAGED BY: JONES CARTER**

**Prepared for:
Aaron Bennett**

**Prepared by:
Kelly Thompson
Brookway Horticultural Services, Inc.**

August 16, 2017



7935 Fairbanks White Oak
Houston, TX 77040
Phone: 713-466-1420
Fax: 713-466-8427
www.brookway.com

Landscape Maintenance Proposal

August 16, 2017

"Keeping Your Investment Growing" SM

Submitted To: Jones Carter
1575 Sawdust Road, Suite 400
The Woodlands, TX 77380
Aaron Bennett

Property: Oakmont PUD
6703 Green Gables
Spring, TX 77389

Proposed Specifications for Landcape Maintenance Services:

Weekly Maintenance 42	<i>Visits: 42</i>	Extra	\$34,755.50	ACCEPT: _____
Weekly Maintenance Maintain lawns in healthy growing condition by performing the following:				
1. Mowing, edging and string trimming to maintain a neat and trimmed appearance.				
2. Remove all clipping from walks, driveways, parking lot edges, and roads that are from these services.				
3. All signs, utility poles and fire hydrants, shall be mechanically trimmed.				
4. Fire Ants treated mound to mound.				
5. Spray lines of walks, driveways, parking lot edges and road curbs.				
6. Weed all beds and floral areas.				
Fertilization Program - 2 Apps	<i>Visits: 2</i>	Extra	\$4,852.14	ACCEPT: _____
Fertilization Program - Two Applications				
• Spring -				
• Fall -				
• Apply a balanced fertilizer appropriate for current turf grass conditions				
Pre Emergent - Turf	<i>Visits: 1</i>	Extra	\$2,516.14	ACCEPT: _____
Turf Pre Emergent -				
Application of a pre emergent herbicide to control weeds in turf areas.				
Post Emergent - Turf	<i>Visits: 1</i>	Extra	\$2,270.06	ACCEPT: _____
Turf Post Emergent -				
Application of a post emergent herbicide to control existing weeds in turf areas.				
Fungicide - Turf	<i>Visits: 1</i>	Extra	\$3,024.57	ACCEPT: _____
Turf Fungicide -				
Application of the appropriate fungicide necessary to controll the identified disease/fungus				
Insecticide - Turf	<i>Visits: 1</i>	Extra	\$2,049.00	ACCEPT: _____
Turf Insecticide -				
application of the appropriate insecticide to control the pests identified on the specific plant material				
Shrubs Fertilization	<i>Visits: 1</i>	Extra	\$36.55	ACCEPT: _____
Fertilization Shrubs -				
Apply a balanced fertilizer appropriate for current conditions.				
Shrub Pruning	<i>Visits: 12</i>	Extra	\$2,700.00	ACCEPT: _____
Shrubs Pruning:				
1. Prune shrubs to maintain a neat and clean appearance at all times while allowing to grow enough to promote abundant flower growth if applicable.				
Ground Cover Pruning:				
1. Prune ground covers to maintain a neat and clean appearance at all times.				
Weed Removal - Floral Care Included in M	<i>Visits: 42</i>	Extra		ACCEPT: _____
Floral Care Weed Removal -				
hand removal of weeds in all flower bedding areas.				
Floral Care Fertilization	<i>Visits: 1</i>	Extra	\$28.86	ACCEPT: _____
Fertilization Floral Care -Apply a balanced fertilizer appropriate for the needs of the plant material				

Seasonal Color - Spring	<i>Visits: 1</i>	Extra	\$984.39	ACCEPT: _____
Seasonal Color - Plant select annual color that flourishes during the conditions of the season planted.				
Seasonal Color - Summer	<i>Visits: 1</i>	Extra	\$984.31	ACCEPT: _____
Seasonal Color - Plant select annual color that flourishes during the conditions of the season planted.				
Seasonal Color - Fall	<i>Visits: 1</i>	Extra	\$984.39	ACCEPT: _____
Seasonal Color - Plant select annual color that flourishes during the conditions of the season planted.				
Annual Trim Grape Myrtle	<i>Visits: 1</i>	Extra	\$203.13	ACCEPT: _____
Annual Trim Grape Myrtle - Trim trees at appropriate time of year to obtain optimal flowering. All trees will be pruned up to 8'. Unsightly sprouts will be maintained during regularly scheduled maintenance visits.				
Pruning 6" Cal and Below	<i>Visits: 1</i>	Extra	\$388.85	ACCEPT: _____
Pruning 6" Cal and Below - Trim trees at appropriate time of year to obtain optimal flowering. All trees will be pruned up to 8'. Unsightly sprouts will be maintained on regularly scheduled maintenance visits.				
Tree/Ornamentals Fertilization	<i>Visits: 1</i>	Extra	\$182.76	ACCEPT: _____
Fertilization - Tree Care/Ornamentals - Apply a balanced fertilizer appropriate for current conditions				
Insect/Disease Inspection - Included in	<i>Visits: 12</i>	Extra		ACCEPT: _____
Insect/Disease Inspection - Inspect property during regularly scheduled maintenance for signs of disease or insect activity. This is included in the maintenance contract.				
Mulch	<i>Visits: 1</i>	Extra	\$3,410.28	ACCEPT: _____
Mulch - Mulch shall be applied to beds and tree rings.				
Pre-emergent - Beds	<i>Visits: 1</i>	Extra	\$24.11	ACCEPT: _____
Pre-emergent Beds - Application of a pre emergent herbicide to control weeds in bed areas				
Fire Ant Control/Broadcast (if desired)	<i>Visits: 1</i>	Extra	\$4,800.83	ACCEPT: _____
Fire Ant Control/Broadcast - Apply broadcast insecticide to control ants for up to 6 months. This price is NOT included in the maintenance contract.				
Fire Ant Control - Mound to Mound - incl	<i>Visits: 12</i>	Extra		ACCEPT: _____
Fire Ant Control - Mound to Mound: Spot treat w/appropriate insecticide to control ant mounds				
Irrigation Inspection/Adjustments (12)	<i>Visits: 12</i>	Extra	\$3,601.80	ACCEPT: _____
Irrigation Inspection and Adjustments: 1. Irrigation inspections of all zones will be performed and minor adjustments will be made. 2. All irrigation repairs and upgrades are extras and will be done per quote approval. 3. The rate is \$75 per hour for a Licensed Irrigator and \$35 per hour for a Licensed Technician				
Rate per man hour	<i>Visits: 1</i>	Extra	\$35.00	ACCEPT: _____
Labor rate is \$35 per man hour.				
Misc - Trash Cans, Dog Stations, bandit,	<i>Visits: 42</i>	Extra	\$2,205.00	ACCEPT: _____
Remove/Replace liners in trash cans and dog stations during normal visits. Liners provided. Disposal included. Debris, Trash and other items for disposal.				

Maintenance Investment:

Subtotal	\$0.00
Sales Tax	\$0.00
TOTAL	\$0.00

TERMS AND CONDITIONS

This contract and agreement is made and entered into on _____, and work shall commence on _____ between Brookway Horticultural Services, Inc. herein after called "Contractor" and Oakmont PUD, herein after called "owner" having its principal place at 1575 Sawdust Road, Suite 400, The Woodlands, TX 77380 and agrees to the following:

A. SCOPE OF WORK

Brookway Horticultural Services, Inc. is to provide landscape maintenance services for the property located at Oakmont PUD, 6703 Green Gables, Spring, TX 77389 herein after called the "Property", and named (if any): Oakmont PUD described in this Agreement.

B. EXECUTION OF SERVICE

The contractor agrees to perform the landscape maintenance services as outlined in the spec sheet provided which is part of this agreement.

C. CONTRACT PRICE

Owner shall pay Brookway Horticultural Services, Inc. for the work agreed to be done for the monthly sum of \$0.00 including sales tax. The amount is due and payable within the month the services are rendered. A service charge will be added to accounts not paid within the thirty (30) days grace period, at the rate of 1.5% per month and an annual percent rate of 18%.

D. TERM AND TERMINATION

This Agreement shall commence on the date set forth above and continue in effect for a period of one (1) year, unless sooner terminated as provided herein. This agreement shall automatically renew upon anniversary date unless otherwise notified. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party. Notice shall be deemed effective upon delivery, or if mailed, on the third day after notice is deposited in the United States mail, with postage prepaid, and properly addressed to the other party. Owner shall pay to contractor all sums due under this Agreement through the effective day of termination. The annual contract is calculated as follows: \$0.00 per year, plus applicable sales tax. The amount is amortized over a twelve month period. In the event the Owner shall default on payment, the Contractor may elect to terminate this Agreement and cease the performance of the services outlined in the spec sheet provided. If the contract is canceled prior to its annual date an adjusted bill will be sent for additional visits and any additional services (for example Rye, Chemical, etc.) that have been received and not yet billed for in the monthly billing.

E. MODIFICATION OF AMENDMENT OF AGREEMENT

This Agreement may not be modified, amended, negotiated, or altered unless mutually agreed upon by both parties and embodied in writing.

F. ADDITIONAL SERVICES

Any additional services requested by the Owner will not be performed unless approved in writing. The Contractor will submit in writing a cost estimate of services requested for the Owner's review and signature. Additional services approved by Owner will be billed separately after services have been performed.

G. OWNER'S RESPONSIBILITY

Owner has the responsibility to inspect the property and work performed by the Contractor within three (3) working days after services have been performed. The Owner shall notify the Contractor of any dissatisfaction should the work not be acceptable. The Contractor shall then have ten (10) working days to repair or correct the situation to the Owner's satisfaction.

H. INSURANCE

Contractor shall file with the Owner acceptable certificates of insurance properly signed and completed by an authorized insurance company representative prior to commencing any work and shall maintain the specified insurance throughout the term of this Agreement.

I. BREACH OF CONTRACT

In the event the Owner fails to pay all or any part of the contract price within fifteen (15) days from the due date it will constitute a breach of this Agreement and shall entitle the Contractor to recover damages for said breach. Failure of Owner to pay any sums of money shall entitle the Contractor to recover from the Owner reasonable attorney's fees and court costs.

J. ACCEPTANCE OF CONTRACT

Signed By: _____

Name/Title: _____

OWNER

Signed By: _____

Name/Title: _____

CONTRACTOR



Frequency Schedule

Function	FREQUENCY												TOTAL
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
Turf Care													
Manicured Mowing	2	2	5	4	4	5	4	5	4	3	2	2	42
Manicured Edging	2	2	5	4	4	5	4	5	4	3	2	2	42
Manicured Edging/Soil Bed, Tree	2	2	5	4	4	5	4	5	4	3	2	2	42
Trim (Monofilament)	2	2	5	4	4	5	4	5	4	3	2	2	42
Insecticide													As Needed
Weed Control: Pre-Emergent		1									1		2
Weed Control: Post-Emergent			1										1
Fertilization		1				1					1		3
Fungicide													As needed
Aeration *		1											1
Shrub and Ground Cover													
Shrub Pruning	1	1	1	1	1	1	1	1	1	1	1	1	12
Ornamental Fungicide													
Ornamental Insecticide													
Ground Cover Pruning	1	1	1	2	1	1	1	2	1	1	1	1	14
Shrub Fertilization			1								1		2
Ground Cover Fertilization			1								1		2
Floral Care													
Weed Removal	2	2	5	4	4	5	4	5	4	3	2	2	42
Fertilization		1									1		2
Tree Care													
Pruning/6" Cal & Below - Light	1			1			1			1			4
Major Tree Pruning	1												1
Annual Trim Crape Myrtle		1											1
Insect/Disease Control													
Soil Bed/Tree Ring Care													
Manual Weed Control	2	2	5	4	4	5	4	5	4	3	2	2	42
Mulch			1								1		2
Miscellaneous Care													
Spray Lines	1	1	2	2	1	1	1	2	2	1	1	1	16
Fire Ant Control/Mound to Mound	2	2	5	4	4	5	4	5	4	3	2	2	42
Fire Ant Control/Broadcast													
Irrigation Inspections	1	1	1	1	1	1	1	1	1	1	1	1	12
Irrigation Batteries			1			1			1			1	4
Irrigation - wrap pipes												1	1
Irrigation - winterize system												1	1
Debris Removal	2	2	5	4	4	5	4	5	4	3	2	2	42
Insect & Disease Inspection	1	1	1	1	1	1	1	1	1	1	1	1	12
Other													
Seasonal Color			1								1		2
Rye Grass											1		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/17/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES FOLLOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hotchkiss Insurance Agency, LLC - Houston 13430 NW Freeway, Suite 600 Houston TX 77040	CONTACT NAME: Certs Houston PHONE (A/C, No, Ext): 713-956-9800 E-MAIL ADDRESS: certsh@hiallc.com	FAX (A/C, No): 713-956-0331
	INSURER(S) AFFORDING COVERAGE	
INSURED BROOHOR-01 Brookway Horticultural Services, Inc. 7935 Fairbanks White Oak Rd Houston TX 77040-4421	INSURER A : Texas Mutual Insurance Company	NAIC # 22945
	INSURER B : Association Casualty Insurance Comp	NAIC # 35629
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 1176855679** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CMPTX0000011793	10/1/2016	10/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAPT0000011793	10/1/2016	10/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			CUPTX0000011793	10/1/2016	10/1/2017	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			TSF0001184109	10/1/2016	10/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Equipment Floater Leased/Rented Equipment			CMPTX0000011793	10/1/2016	10/1/2017	Any One Item 25,000 Any One Occurrence 25,000 Deductible 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The auto policy includes a blanket additional insured endorsement when required by written contract per [CA500 07/09]. The auto policy includes a blanket waiver of subrogation endorsement when required by written contract per [CA500 07/09]. The general liability policy includes a blanket additional insured endorsement for ongoing operations (CG500 7/13) when required by written contract. The general liability policy includes blanket additional insured endorsement, [CG501 05/15] that provides additional insured status for completed operations to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The general liability policy includes a blanket waiver of subrogation endorsement when required by written contract - per (CG500 See Attached...

CERTIFICATE HOLDER

Oakmont PUD
 c/o Jones Carter
 1575 Sawdust Road, Suite 400
 The Woodlands TX 77380

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Douglas S. Albritton

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Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

LARONDA WHITE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of this course:

IS-00100

**Introduction to the Incident Command System,
(ICS 100)**

Issued this 24th Day of July, 2006

A handwritten signature in cursive script, appearing to read "Cortez Lawrence".

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

0.3 CEU

FEMA Form 16-33, October 05

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

LARONDA D WHITE

*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

LICENSED IRRIGATOR

License Number: LI0007586

Issue Date: 05/26/2015

Expiration Date: 04/30/2018



Executive Director

Texas Commission on Environmental Quality

Applicators are ~~required~~ to keep certificates of completion for 12 months following renewal of a license. 4 TAC§7.24(s)

Regulations and ~~statutory~~ provisions governing pesticide applicator licensees and their use of pesticides may be found in Chapter 7, Title 4, of the Texas Administrative Code and Chapter 76 of the Texas Agriculture Code, respectively. TDA's web site provides convenient links to these laws. Failure to comply with these laws, including misuse of any pesticide, may result in revocation, suspension, modification, or probation of your license and/or assessment of monetary administrative penalties.

If you have any ~~questions~~ regarding your license, please contact our Austin headquarters toll free at (877) LIC-AGRI (877-542-2474), or visit our web site at www.TexasAgriculture.gov. For the hearing impaired, you may call Relay Texas (800) 735-2988 (voice) or (800) 735-2989 (TDD) or visit our web site.

TEXAS DEPARTMENT OF AGRICULTURE
P. O. BOX 12847 AUSTIN, TEXAS 78711-2847


COMMERCIAL PESTICIDE APPLICATOR LICENSE

RANDALL WHITE



TDA Client No: 00256108
License No: 0240637
Effective Date: 02/28/2017
Expires: 02/28/2018

7935 FAIRBANKS WHITE OAK RD
HOUSTON TX 77046-4121



Front side

Categories: 3A


Descriptions:

1A Field Crop	3A Landscape Maint
1B Fruit, Nut, & Veg	3B Nursery Plant Prod
1C Pasture & Rangeland	4 Seed Treatment
1D Vertebrate Pest	5 Vegetation Mgmt
1E Farm Commodity Pest Control	6 Aquatic
1F Animal Health	7 Demonstr & Research
1G Citrus	8 Reg Pest Control
1H Livestock Prot Collar	9 Aerial Application
1I M-44 Device	11 Soil Fumigation
2 Forest Pest Control	12 Public Health Pest Control (Vector)

Back side

LAMINATION ADVISED: Please cut out along heavy black lines, placing front and back sides together, and laminate.


TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER
P. O. BOX 12847 AUSTIN, TEXAS 78711-2847
(877) LIC-AGRI (877-542-2474)
For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE
www.TexasAgriculture.gov



COMMERCIAL PESTICIDE APPLICATOR LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted-use or state-limited-use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.

RANDALL WHITE 7935 FAIRBANKS WHITE OAK RD HOUSTON TX 77046-4121	TDA Client No: License No: Effective Date: Expires: Categories:	00256108 0240637 February 28, 2017 February 28, 2018 3A
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Champions Hydro-Lawn, Inc.

13226 Kaltenbrun Houston, TX 77086
Office 281/445-2614 Fax 281/445-2349
E-Mail tdillard@champhydro.com

Oakmont PUD
C/O Jones & Carter Engineering
1575 Sawdust Rd.
Suite 400
The Woodlands, TX 77380

August 18, 2017

Proposal for: Detention Ponds - Tops - Landscape Maintenance

BASE BID (per specifications)

- > Includes tops of 3 ponds
- > Maintenance as outlined which includes
 - Mowing, edging, litter pick-up in grass areas, debris and trash removal, emptying of trash bins and doggie stations
 - 52/year
 - Annual price \$63,960.00
- > Irrigation inspection and adjust
 - 12/year with reports
 - Annual price \$ 4,320.00
- > Plant and tree fertilization
 - Includes pre-emergent herbicide and ant control
 - 2/year (ant control is effective for 12 months; however we will apply every 6 months to insure effective treatment)
 - Annual price \$ 4,784.00
- >Turf fertilization
 - Includes fertilizer and herbicide
 - 2/year
 - Annual price \$ 8,096.00
- > Turf ant control
 - 2/year and monthly as needed
 - Annual price \$ 1,538.00
- > Mulching of all trees, shrubs and bedded plants
 - 1/year (March)
 - Annual price \$ 1,250.00
- > Ornamental tree pruning

- 1/year	
- Annual price	\$ 3,480.00
> Rye grass seeding	
- 1/year	
- Annual price	\$ 2,760.00
> TOTAL BID	<u>\$90,188.00</u>

SUPPLEMENTAL NOTES

Irrigation Labor Charges

> Scheduled repairs	\$ 95.00/hr
> Emergency call out charges (time starts when our personnel leave our office and stops when the repair is completed)	\$ 195.00/hr

Labor Charges for General Clean-up and Heavy Cleaning Tasks per man \$ 45.00/hr

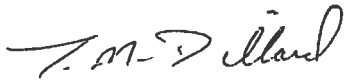
All work will be performed by our existing labor force with additional personnel added as needed.

All work will be performed between Wednesday and Friday, weather permitting.

We will be flexible to perform work on an "as needed" basis.

A detailed work schedule will be provided if we are awarded this contract.

Signature



This proposal may be withdrawn by CHL if not accepted within 30 days.

Champions Hydro-Lawn, Inc.

13226 Kaltenbrun Houston, TX 77086
Office 281/445-2614 Fax 281/445-2349
E-Mail tdillard@champhydro.com

Oakmont PUD
C/O Jones & Carter Engineering
1575 Sawdust Rd.
Suite 400
The Woodlands, TX 77380

August 18, 2017

Proposal for: Recreation Center - Landscape Maintenance

BASE BID (per specifications)

- > Includes all areas outside of the fence around the swimming pool to the property lines
- > Maintenance as outlined which includes
 - Mowing, edging and litter pick-up of grass areas
 - 42/year
 - Annual price \$45,780.00
- > Irrigation inspection and adjust
 - 12/year with reports
 - Annual price \$ 3,000.00
- > Plant and tree fertilization
 - Includes pre-emergent herbicide and ant control
 - 2/year (ant control is effective for 12 months; however we will apply every 6 months to insure effective treatment)
 - Annual price \$ 2,040.00
- >Turf fertilization
 - Includes pre-emergent
 - 4/year
 - Annual price \$ 2,650.00
- > Turf ant control
 - 1/year and monthly as needed
 - Annual price \$ 750.00
- > Floral color
 - 3/year
 - Annual price \$ 2,400.00
- > **Total base bid** **\$56,620.00**

OPTIONAL ITEMS (per specifications)

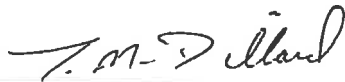
> Ornamental tree pruning	
- 1/year	
- Annual price	\$ 1,600.00
> Mulching of all trees, shrubs and bedded plants	
- 2/year (March and October/November)	
- Annual price	\$ 3,610.00
> Rye grass seeding	
- 1/year	
- Annual price	\$ 1,123.00
> Additional winter mowing of Gulf Coast Ryegrass	
- 10/year	
- Annual price	<u>\$ 10,800.00</u>
> Total optional items	<u>\$ 17,133.00</u>

GRAND TOTAL PRICE – BASE BID AND OPTIONAL ITEMS **\$ 73,753.00**

Irrigation Labor Charges

> Scheduled repairs	\$ 95/hr
> Emergency call out charges (time starts when our personnel leave our office and stops when the repair is completed)	\$ 195.00/hr

Signature



This proposal may be withdrawn by CHL if not accepted within 30 days.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/17/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2618 Broadway St. Pearland TX 77581		CONTACT NAME: Karen Bohot PHONE (A/C, No, Ext): 281-670-2957 E-MAIL ADDRESS: karen_bohot@ajg.com		FAX (A/C, No): 281-485-6933
INSURED Champions Hydro-Lawn, Inc. 13226 Kaltenbrun Houston TX 77086		CERTIFICATE NUMBER: CHAMP-4		INSURER(S) AFFORDING COVERAGE
				NAIC #
		INSURER A : Depositors Insurance Company		42587
		INSURER B : Texas Mutual Insurance Company		22945
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 1654579967 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		7264896514	4/30/2017	4/30/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		7264896514	4/30/2017	4/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		7264896514	4/30/2017	4/30/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	TSF-0001190389	4/30/2017	4/30/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	IM-Cont Equip		7264896514	4/30/2017	4/30/2018	Equip L/R 600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Auburn Lakes Homeowner's Association c/o Chaparral Management Company P O Box 681007 Houston TX 77266-1077	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Champions Hydro-Lawn
 Houston, TX United States

Certificate Number:
 2017-251321

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Oakmont Public Utility District

Date Filed:
 08/17/2017

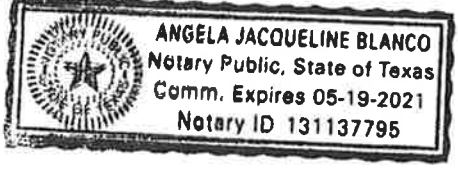
Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 082317
 Landscape Maintenance

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Triche, Lou	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Lou Triche
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Lou Triche, this the August day of 17, 2017, to certify which, witness my hand and seal of office.

Angela J. Blanco Angela J. Blanco Admin Asst.
 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath