UNIVERSITY of NEW ORLEANS ADDENDUM NO. 1 <u>FOR</u> YSC #5303 BTB 2887 **MAIN CAMPUS GROUNDS** NOTE: THIS ADDENDUM SHOULD BE ACKNOWLEDGED IN THE APPROPRIATE BLANK ON THE PROPOSAL FORM. PREPARED BY UNIVERSITY OF NEW ORLEANS PURCHASING OFFICE ADMINSTRATION ANNEX, ROOM 1004-G LAKEFRONT - NEW ORLEANS - LOUISIANA - 70148 Bid#: BTB 2887 PURCHASING REPRESENTATIVE: Troy Bacino, Assistant Director for Purchasing PHONE(504)280-6172 FAX (504)280-6297 E-mail tabacino@uno.edu UNIVERSITY REPRESENTATIVE: David Roach PHONE (504)280-6869 E-mail drroach@uno.edu **YSC 5303** Date: July 23, 2025

#### ADDENDUM NO. 1

YSC

Bidders are informed that prior Bidding Documents for this Yearly Service Contract are modified, corrected and/or supplemented as herein enumerated. The following is hereby made a part of the Bidding Documents:

INSTRUCTIONS TO BIDDERS

Below are answers to questions we received:

**KSM** 

Question #1: What is the budget for the ground's maintenance?

Answer #1: The current contract includes custodial, event set up, grounds and general maintenance for UNO's Main Campus with an annual cost of \$370,563.00 for the grounds portion, this will be used as the budget.

Question #2: Could the vehicle insurance be added if awarded a contract?

Answer #2: The successful bidder is required to provide a certificate of insurance in accordance with Instruction to Bidders, Article 9 Insurance upon award.

**RCI** 

Question #1: Please provide current contract.

Answer #1: Attached to this addendum is Amendment #5 to the current contract for ABM Services for the custodial, event set up, grounds and general maintenance contract.

Question #2: Please provide previous bid tab.

Answer #2: The current contract was a Request for Proposal (RFP) to include custodial, event set up, grounds and general maintenance for UNO's Main and East Campuses along with several UNO facility owned/leased buildings in the City, therefore there was not a typical bid tab for the contract.

**Question #3**: Please provide sign-in sheet from the mandatory pre-bid meeting.

Answer #3: The Pre-Bid sign in sheet is attached to this addendum.

**Question #4**: Please confirm that no bid bonds or performance bonds will be required for this solicitation.

Answer #4: The Project Manual does not require bid bonds or performance bond.

**Question #5**: The cover page indicates that the term of the contract will be for 1 base year with 3 optional 1-year renewals. However, page 7 of the ITB indicates the term will include 4 optional 1-year renewals while page 1 of Section 01000 indicates the term will include 2 optional 1-year

renewals. Please provide the correct term of the contract.

Answer #5: One (1) year base with two (2) optional twelve (12) month renewals. See change items 1, 2, 3 & 4.

**Question #6**: Will bids be rejected for any non-responsive references provided or only for those which cause the net acreage referenced to fall below 100?

Answer #6: Per Instructions to Bidders, Article 8 Qualifications, the references to confirm the statement of "at least 2 customers in excess of 100 acres of net grass cutting area" must be responsive.

**Question #7:** Will separate pricing for fertilization, pest eradication, and weed control represent the price for a single application for each?

Answer #7: Yes, this is per each application.

**Question #8**: Please confirm that the \$131.00 yearly parking fee will not be required for vehicles bearing the name of the awarded contractor.

Answer #8: Parking fee will <u>not</u> be required for vehicles bearing the awarded contractor's name.

**Question #9**: Will safety data sheets be required with initial submittal or upon award prior to chemical application?

Answer #9: Required upon award prior to chemical application.

Question #10: Will trimming included in the base price be required for palms?

Answer #10: Specification Section 02000, Grounds Maintenance, 10.2 Grass Cutting, Lawn Care, Weed Control, and Fertilizing, 10.2.2 Trimming lists what is included in trimming. Palm tree trimming would be considered additional work and would be part of the hourly rate charge.

Question #11: Will hourly rates for additional work include material pricing or only labor pricing?

Answer #11: Revised attached Bid form page 5 clarifies hourly rate is to also include equipment, tools, consumables, & incidentals for each labor class to perform additional work. The Contractor shall include any materials in accordance with Page 6 of the Bid Form not included in the monthly amount and/or required to complete work listed in Specification Section 02000 Grounds Maintenance, 12.0 Additional Services.

Question #12: Will price escalations be allowed between the renewal years?

Answer #12: Yes, refer to Instructions to Bidders, 6.5 Time, 6.5.2 Escalation Clause for criteria

Question #13: Please provide the names of campuses to be excluded from maintenance.

Answer #13: East Campus will be excluded from this request.

Question #14: Please provide current budget amount.

Answer #14: The current contract includes custodial, event set up, grounds and general maintenance for UNO's Main Campus with an annual cost of \$370,563.00 for the grounds portion, this will be used as the budget.

#### Garden Doctors LLC

**Question #1**: Hudson Program Participation: Can you please confirm whether participation in the Louisiana Hudson Initiative Program is a requirement for this bid, or if it is optional and not a condition of award?

Answer #1: The Louisianan Hudson Initiative Program is optional and is not a requirement nor a condition of award.

Question #2: IPM Compliance – Supervision Standards: For any Integrated Pest Management (IPM) services that may be included under the scope of this contract, can you confirm whether adherence to the Louisiana Department of Agriculture and Forestry (LDAF) "Direct Supervision" standard—as outlined in state pesticide application laws—will be deemed acceptable for compliance at the University of New Orleans (UNO)?

Answer #2: Yes, the Contractor shall follow requirements listed in Specification Section 02000, Grounds Maintenance, 8.0 Environmental Requirements.

**Question #3**: Safety Plan & IPM Submission Should the Safety Plan and Integrated Pest Management (IPM) Plan be submitted as part of the bid package at time of close, or only if the contract is awarded?

Answer #3: The Contractor shall follow requirements listed in Specification Section 02000, Grounds Maintenance, 8.0 Environmental Requirements. Copies of certifications and licenses should be provided with the Bid Form. The Safety Plan & IPM Submission will only be required of the successful bidder.

**Question #4:** Equal Employment Opportunity (EEO) Documentation Will the University of New Orleans be providing its own EEO clause or policy for vendor compliance, or will suppliers be required to submit their own EEO policy and assurance of non-discrimination as part of the bid?

Answer #4: Refer to Instruction to Bidders, Article 6 Form of Agreement between Owner and Contractor, 6.3, Affirmative Action/Non-Discrimination, UNO has attached a copy of the EEO form to be used for the successful bidder to this addendum.

#### Pontchartrain Property Preservation

**Question #1**: Is the incumbent contractor pricing for grounds maintenance for the most recent contract amendment dated January 1st 2025 the same scope of work in this current solicitation for grounds services?

Answer #1: No, the current contract for grounds includes only cut, trim, and blow for grounds with 25 cuts per cycle.

**Question #2**: Does the current contract amendment for grounds maintenance dated January 1st 2025 include the same acreage for the current solicitation?

Answer #2: Yes, it only includes Main Campus and the South Lot (corner of Elysian Fields and Leon C. Simon adjacent to Burger King). See Addendum items 6, 7, 8, 9 & 10 to include the South Lot and attached revised Campus Zone Map.

Question #3: What is the total estimated acreage of grass for the current solicitation?

Answer #3: Approximately 204 acres, see item #6.

**Question #4:** What is the most recent pricing UNO has paid for the following services relative to this solicitation? Fertilizer? Pest eradication? Weed control?

Answer #4: Our current contract includes custodial, event set up, grounds, and general maintenance with the grounds portion of the contract totaling \$370,563.00 annually. The current amendment to the contract does not includes these items, however, past grounds costs for APPA level 2 annual cost was \$903,974.00 but included Main Campus, East Campus, South Lot, and Shea Penland Coastal Education and Research Facility (CERF). We do not have breakdown information of each item from the previous contract.

**Question #5**: According to section 6.4 of this solicitation the contractor will be paid once per month. Is it your expectation that the contractor will submit monthly invoices for services rendered during the previous month?

Answer #5: Correct, the contractor will invoice for work completed by the rates the contractor includes on the bid form. The University does not pre-pay for work.

**Question #6**: Once that invoice is submitted along with the required service ticket and the university's authorized representative approval, what is the turnaround time to receive payment?

Answer #6: The University's standard terms are net 30 days.

**Question #7**: Have there been any changes in the scope of work from the incumbent contract amendment dated January 1st 2025 to now?

Answer #7: No.

#### **Green Seasons**

**Question #1:** What did the previous bid go for? I would like to request the bid totals from the last bid.

Answer #1: Our current contract includes custodial, event set up, grounds, and general maintenance with the grounds portion of the contract totaling \$370,563.00 annually. Prior to the current amendment the grounds portion for APPA level 2 annual cost was \$903,974.00 but included Main Campus, East Campus, South Lot, and Shea Penland Coastal Education and Research Facility (CERF). We do not have breakdown information of each item from the previous contract.

Question #2: Do we need to have a person on campus daily?

Answer #2: Yes, Monday thru Friday

Question #3: Do you need a site manager with the crew the entire time we are on campus?

Answer #3: Yes.

Question #4: Do we mow the levee?

Answer #4: Yes, the contractor will mow the levee on the campus side to the top of the levee.

**Question #5**: The section with fertilizing, pest and weed control, how do you want that priced? Do you want those priced like we are doing the entire campus or on a per square foot price?

Answer #5: Per the Bid Form, this is priced per each .

Question #6: Submittals, is that for onetime jobs that are separate from this bid?

Answer #6: Please refer to specification section 02000 Grounds Maintenance for requirements on items requiring to be submitted, This would also include any additional work listed under subsection 12.0 Additional Services.

**Question #7**: Some of the flowerbeds are out of control, how will they be handled if you do the flowerbed upkeep?

Answer #7: This would be considered additional work at the request of the University with labor cost on page 5 of the Bid Form.

Question #8: Will we provide a cleanup price to get them back under control?

Answer #8: This would be considered additional work at the request of the University with labor cost on page 5 of the Bid Form.

#### **Changes to Specifications:**

- 1. Title Sheet, change "(Upon Award for One Year Renewable up to 3 Years) to read "(Upon Award for One Year Renewable for Two (2) twelve (12) month periods)".
- 2. Title Information Sheet, change "(Upon Award for One Year Renewable up to 3 Years) to read "(Upon Award for One Year Renewable for Two (2) twelve (12) month periods)".
- 3. Instructions to Bidders, Article 6, Form of Agreement between Owner and Contractor, 6.5 Time, 6.5.1 Contract Time, change the words "...renew for four (4) twelve (12) month periods..", to read "..renew for two (2) twelve (12) month periods.."
- 4. Bid Form, replace Bid Form with revised **Bid Form** attached to this Addendum.
- 5. Specification Section 02000, Grounds Maintenance, 2.0 Independent Contractor, 2.2 Access to Facility, 2.2.2. Parking, Add sentence to 2<sup>nd</sup> paragraph, "The contractor does not have to parking passes for vehicles which are marked clearly with the contractor's company name and/or logo.
- 6. Specification Section 02000, Grounds Maintenance, 10.0 Statement of Work, 10.1 Maintaining the Grounds, 10.1.1, change the wording in sentence that reads ".....Main Campus, approximately 200.00 acres (except Privateer Place).." to read "...Main Campus and the South Lot, approximately 204.00 acres, (except Privateer Place, Ben Franklin High School, and Hynes Elementary)".
- 7. Specification Section 02000, Grounds Maintenance, 10.0 Statement of Work, 10.1 Maintaining the Grounds, 10.1.6, change wording in sentence that reads "...University Campuses..." to read "...University Main Campus & South Lot..".
- 8. Specification Section 02000, Grounds Maintenance, 10.0 Statement of Work, 10.2 Grass Cutting, Lawn Care, Weed Control, and Fertilizing, 10.2.1, Change 2<sup>nd</sup> sentence that reads "All grass on the University Campuses including Lafitte Village and along levee areas excluding Privateer Place shall be cut at the frequency given" to read "All grass on the

Main University Campus including Lafitte Village and along levee areas including the South Lot excluding Privateer Place, Ben Franklin High School, and Hynes Elementary shall be cut at the frequency given.

- Specification Section 02000, Grounds Maintenance, 10.0 Statement of Work, 10.2 Grass Cutting, Lawn Care, Weed Control, and Fertilizing, 10.2.3 Edging, Change 2<sup>nd</sup> sentence wording that reads "...University Campuses..." to read "..University Main Campus and South Lot.."
- 10. Specification Section 02000, Grounds Maintenance, 10.0 Statement of Work, 10.5 Pest Eradication, 10.5.1, change wording in 2<sup>nd</sup> sentence that reads "...University Campuses." to read "..University Main Campus and South Lot."
- 11. Replace Grounds Zone Map with revised attached

#### Attachments:

- Bid Form
- UNO Main Campus Grounds Zone Map
- Equal Employment Opportunity Clause and Assurance (for reference)
- Pre-Bid Sign in Sheet
- ABM Services, Amendment #5 to their Contract

#### **BID FORM**

BID DATE:									
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PROPOSAL I	FOR:	YSC N	<u> Vlain Campı</u>	us Ground	ds Mainte	nance			
Sealed Bid N	Numbe	r: <b>BTB 2</b>	<u> 1887</u>						
THE BIDDER	l:								
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ADDENDA:	No	Dated:	:	No	Dated:				
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REJECTION	OF BID	S:	The Bidder			he Univers	sity reserv	es the right	to reject
WITHDRAW	AL OF	BIDS:	withdrawn closing tir provisions	for a peri ne for re of R.S. 39 e schedule	od of thirt eceiving 9:1594,F. ed time fo	ty (30) cale bids exce This bid m	ndar days pt in ac lay be wi	d and may s after the scl cordance w thdrawn at a ds or any aut	neduled vith the ny time

NAME OF BIDDER:	·	
BY:	(signature)	
	(typed or printed)	
TITLE:		
ADDRESS:		
DATED:		
TELEPHONE NO:	()	
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E-MAIL		

(Upon Award for One (1) Year – Renewable for Two (2) twelve (12 month periods)

#### **GRASS CUTTING, TRIMMING, AND EDGING**

#### **MAIN CAMPUS**

<u>J</u> a	<u>anuary</u>	<u>Fe</u>	<u>ebruary</u>		<u>March</u>		<u>April</u>
Cut,	1/month	Cut,	1/month	Cut,	2/month	Cut,	2/month
Trim	1/month	Trim,	1/month	Trim,	2/month	Trim,	2/month
Edge	1/month	Edge,	1/month	Edge,	2/month	Edge,	2/month
\$	/month	\$	/month	\$	/month	\$	/month
	<u>May</u>		<u>June</u>		<u>July</u>		August
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Edge,	2/month	Edge,	2/month	Edge,	2/month	Edge,	2/month
\$	month	\$	/month	\$	/month	\$	/month
<u>Se</u>	<u>otember</u>	<u>0</u>	ctober	N	<u>ovember</u>	<u>D</u>	ecember
Cut,	4/month	Cut,	2/month	Cut,	2/month	Cut,	1/month
Trim,	4/month	Trim,	2/month	Trim,	2/month	Trim,	1/month
Edge,	2/month	Edge,	2/month	Edge,	2/month	Edge,	1/month
\$	/month	\$	/month	\$	/month	\$	/month

TOTAL COST FOR GRASS CUTTING, TRIMMING, AND EDGING ANNUALLY \$_	
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(Upon Award for One (1) Year - Renewable for Two (2) twelve (12 month periods)

GRASS CUTTING, TRIMMING, AND EDGING (ADD/DELETE)	
\$	
\$	

BID TABULATION/BREAKDOWN SHEET UNIVERSITY CAMPUSES GROUNDS MAINTENANCE
(Upon Award for One (1) Year - Renewable for Two (2) twelve (12 month periods)
SEPARATE PRICING FOR FERTILIZING, PEST ERADICATION, AND WEED CONTROL
\$/ea. Fertilizing as described in Section 02000 GROUNDS MAINTENANCE, Paragraph 10.4.
\$/ea. Pest Eradication as described in Section 02000 GROUNDS MAINTENANCE, Paragraph 10.6 PEST ERADICATION.
\$/ea. Weed Control as described in Section 02000 Grounds Maintenance, Paragraph 10.5.
These services will be used on an as needed basis and the pricing must include all necessary materials to complete the work as specified.

(Upon Award for One (1) Year - Renewable for Two (2) twelve (12 month periods)

#### ADDITIONAL WORK NOT INCLUDED IN MONTHLY AMOUNTS

Hourly rates for additional work which might be requested by the University which is outside the monthly service.

LABOR CLASS	STRAIGHT <u>TIME RATE</u> (\$/HR)	OVERTIME <u>RATE</u> (\$/HR)	HOLIDAY <u>RATE</u> (\$/HR)
GRASS-CUTTER	\$	\$	\$
WEED TRIMMER	\$	\$	\$
PLANT ERADICATOR	\$	\$	\$
LANDSCAPER	\$	\$	\$
LABORER	\$	\$	\$
LANDSCAPE CONTRACTOR	\$	\$	\$
HORTICULTURISTS	\$	\$	\$
SITE SUPERVISOR	\$	\$	\$

NOTE: Overtime Rate will start after the contractor has worked 40 hours per week Monday through Friday.

(Upon Award for One (1) Year - Renewable for Two (2) twelve (12 month periods)

#### ADDITIONAL MATERIALS NOT INCLUDED IN MONTHLY AMOUNT

#### MATERIAL:

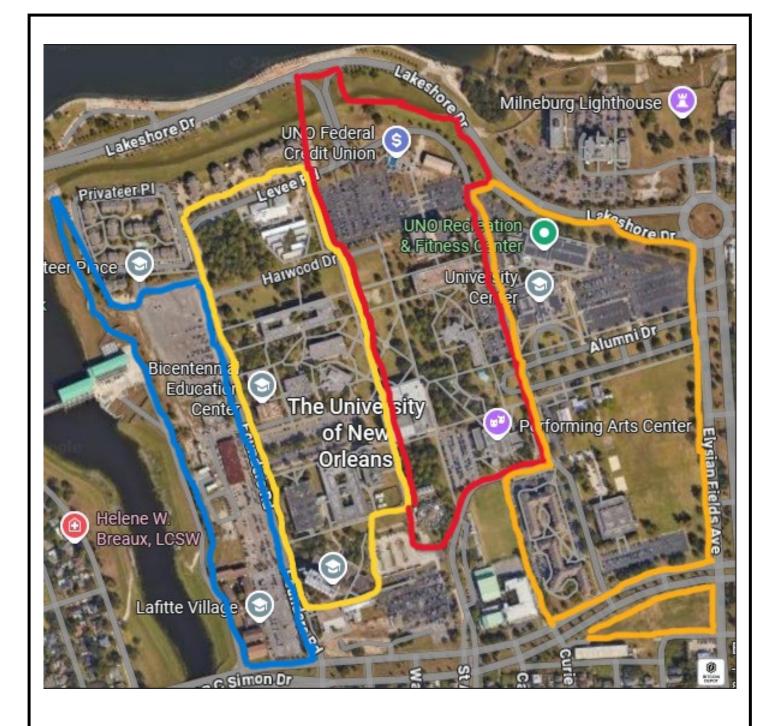
If materials are required to complete any work requested by the University are not included above, the contractor shall prepare a list of these materials along with pricing for approval by the University representative. If these materials are items which will not be required on a repetitive basis and their total cost is less than the competitive thresholds specified in the most current Executive Order for Small Purchase Procedures, the University may choose to purchase the items from the contractor at the quoted prices.

If the items exceed the Executive Order's competitive threshold, the required competition must be secured by the University.

#### **REFERENCE FORM**

#### BIDDER TO COMPLETE (ensure for each reference listed all blanks are complete).

1.		
	(Company Name)	(Contract Administrator)
	(Address)	(Phone Number)
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2.	(Company Name)	(Contract Administrator)
	(Address)	(Phone Number)
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0.	(Company Name)	(Contract Administrator)
	(Address)	(Phone Number)
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4.	*****	***************************************
	(Company Name)	(Contract Administrator)
	(Address)	(Phone Number)
***	********	 Indicate acreage :************************************
5.		
	(Company Name)	(Contract Administrator)
	(Address)	(Phone Number)
		 Indicate acreage



ZONE 1 - LAFITTE VILLAGE/WEST SIDE (BLUE)

ZONE 2 - CLASSROOM BUILDING AREA (YELLOW)

ZONE 3 - LIBRARY/KIRSCHMANN AREA (RED)

ZONE 4 - AUXILLARY AREAS/EAST SIDE & SOUTH LOT (ORANGE)



**GROUNDS ZONE MAP - ADDENDUM #1 MAIN CAMPUS** 

ATTACHMENT



#### EQUAL EMPLOYMENT OPPORTUNITY CLAUSE AND ASSURANCE

The successful bidder(s) shall be required to execute the Equal Employment Opportunity Clause and Assurance of non-discrimination as provided herein prior to the University entering into a contract if the amount of the contract is \$10,000.00 and up.

#### EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

As required by U. S. Labor Department, Office of the Federal Contract Compliance, Section 60-1.4.

UNO's REQUEST FOR QUOTE NO. <u>QTB2887</u>

During the performance of this contract, the successful bidder (Contractor or vendor) agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this non-discrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the Contractor's noncompliance with the Non-discrimination clauses of the contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor or vendor involved in, or is threatened with, litigation with the subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

VENDOR <u>:</u>	
BY:	
	(SIGNATURE NAME AND TITLE)
	(Must be signed by an authorized Executive Official)
DATE:	

#### ASSURANCE

The bidder (offeror or applicant) assures the University of New Orleans that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder (offeror or applicant) understands that the phrase "segregated facilities" includes facilities which are in fact segregated on a basis of race, color, creed,-or national origin, because of habit, local custom, or otherwise. The bidder (offeror or applicant) understands and agrees that maintaining or providing segregated facilities for his employees or permitting his employees to perform their services at any location, under his control, where segregated facilities are maintained is a violation of the equal opportunity clause required by Executive Order 11246 of September 24, 1965.

The bidder (offeror or applicant) further understands and agrees that a breach of the assurance herein contained subjects him to the provisions of Orders of the Secretary of Labor dates May 9, 1967, and the provisions of the equal opportunity clause enumerated in contract (description or number) between the University of New Orleans and the bidder (offeror or applicant).

Whoever knowingly and willfully makes any false, fictitious, or fraudulent representation may be liable to criminal prosecution under 18 U. S. C. Section 1001.

VENDO	R:
BY:	
	(SIGNATURE NAME AND TITLE)
	(Must be signed by an authorized Executive Official)
DATE:_	

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FACILITY SERVICES PRE-BID/QUOTE CONFERENCE ATTENDANCE RECORD

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RALPH LUSCO	MALTINS	OFFICE 984-784- 444
	820 THICD SF	FAX:
	106129, LA 10070	
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Corey Ball	The Grounds Coms	OFFICE ASS 100 14 Kgs
	35940 North Corbin 22	
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XXXXXXX	12 6 To 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	FAX: 645-154-1383
	Greenwell spring, La 10739	CELL: 325-436-7219
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MICHOLIS CARSTOVICA	Sonzales, LA 70737	OFFICE: 225-778-8337
Chesty's Lawn & Property Services	88	CEL: 225-328-7046
		E-MALL: Management@chestysps.com
Green Jeans	14461 FUNCHAM RD	OFFICE US-781-2455
	Central, LA 12739	72-135 WS-135
11. who of second		CELL: 725-733-5/04
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Red Badel	38001 Gowns village Rd	OFFICE. (985) 603- 2427
0000	Stidell, LA ZOUGO	FAX: (985) 643-2691
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	1454 Riviera Ave - mailing	CELL: 564-816-637
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	Cary (Mr) LLC	OFFICE
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	Phylin Li	CELL: 985-498-0212
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#### FIFTH AMENDMENT TO

#### CONTRACT FOR CUSTODIAL AND EVENT SET-UP SERVICES AND MAINTENANCE SERVICES

THIS FIFTH AMENDMENT TO CONTRACT FOR CUSTODIAL AND EVENT SET-UP SERVICES AND MAINTENANCE SERVICES (the "Fifth Amendment"), effective as January 1, 2025, is made by and between The University of New Orleans ("UNO") and ABM Industry Groups, LLC ("ABM"). ABM and UNO are hereinafter referred to as the "Parties" to this Fifth Amendment.

#### RECITALS:

- A. WHEREAS, the Parties have entered into a Service Agreement effective September 1, 2020, which was previously amended effective August 21, 2020, March 1, 2021, July 1, 2021, and February 1, 2023 (collectively referred to as the "Agreement"), whereby UNO retained ABM to perform various services specified in the Agreement itself; and
- B. WHEREAS, the Parties desire to make certain modifications, revisions and amendments to the Agreement itself.

**NOW, THEREFORE**, for and in consideration of the mutual promises and undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties state and agree as follows:

- 1. <u>Specifications.</u> Attachment A/Scope of Services to the Agreement shall be further modified as set forth in *Attachment A*, "Specifications", attached to this Fifth Amendment and made a part hereof.
- 2. <u>Pricing.</u> Attachment A to the Agreement shall be further modified as set forth in *Attachment B* to this Fifth Amendment.
- 3. <u>Ratification</u>. Except as and to the extent amended, altered, and/or modified as provided in this Fifth Amendment, all terms, covenants, conditions, and provisions of the Agreement are hereby ratified and reaffirmed, and shall remain in full force and effect.
- 4. No Default. The Parties hereby acknowledge and agree that, as of the date of this Fifth Amendment, neither party is in default or otherwise in breach of the Agreement, and to their best knowledge no facts exist which, with the passage of time, the giving of notice, or both, could become a default or breach of the Agreement.
- 5. <u>Counterparts</u>. This Fifth Amendment may be executed in one or more counterparts, and exchanged via facsimile or other electronic transmission, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

UNIVERSITY OF NEW ORLEANS	ABM INDUSTRY GROUPS, LLC
By: MANTON or	By: Weffor money
Name: Edwin Litolff III	Name: Kristopher Thomas
Title: V.P. Finance + Admin.	Title: VP of Operations
Date: 1 · 28 · 25	1/28/2025

# ATTACHMENT A SCOPE OF SERVICES

Effective January 1, 2025, the custodial services at Milneburg Hall and the Lake Front Arena and the grounds services at Hynes School and the Lake Front Arena shall be removed from the Scope of Work. The Scope of Work shall also be Appa 4 for all campus and Cut, Trim and Blow for Grounds. 25 cuts pre cycle. The removal of Pest Control and Mat services will be part of this pricing.

### PRICING

Pricing Effective January 1, 2025 - August 31, 2025

Cost reflects the removal of custodial services at Milneburg Hall and Lake Front Arena and the ground services at Hynes School and Lake Front Arena shall be removed from the Scope of Work. The Scope of Work shall also be Appa 4 for all campus and Cut, Trim and Blow for Grounds. 25 cuts pre cycle. The removal of Pest Control and Mat services will be part of this pricing.

Annual Pricing:

Custodial:

\$1,205,865.00

Grounds:

\$370,563.00

General Maintenance:

\$752,272.00

Total Annual Cost:

\$2,328,700.00

Monthly Pricing:

Custodial:

\$100,488.75

Grounds:

\$30,880.25

General Maintenance:

\$62,689.33

Total Monthly Cost:

\$194,058.33

The pricing set forth above may be adjusted as set forth in the Agreement.