

Exhibit C

Primary Responses

Error: Check cell(s) B80

Status	Bid/No Bid Decision	#	Item	Quantity Required	Unit of Measure	Additional Measurements	Numeric	Total Cost
							Unit Price	

City Hall Planting (Select "No Bid" if using item(s) listed under Alternates)

Success: All values provided	Bid	#1-1	Demolition - Shrubs, Groundcover, and Metal Edging	1	lump sum	-	\$ 3,500.00	\$ 3,500.00
Success: All values provided	Bid	#1-2	Demolition - Hollies	17	each	-	\$ 150.00	\$ 2,550.00
Success: All values provided	Bid	#1-3	Demolition - Crepe Myrtle	1	each	-	\$ 250.00	\$ 250.00
Success: All values provided	Bid	#1-4	Demolition - Remove Lawn	4591	square feet	-	\$ 1.00	\$ 4,591.00
Success: All values provided	Bid	#1-5	Demolition - Block Wall	5	linear feet	-	\$ 50.00	\$ 250.00
Success: All values provided	Bid	#1-6	Demolition - Segmented Block Wall	96	linear feet	-	\$ 20.00	\$ 1,920.00
Success: All values provided	Bid	#1-7	3" Cal Princeton Elm	7	each	-	\$ 635.00	\$ 4,445.00
Success: All values provided	Bid	#1-8	Decomposed Granite repair / replacement	1	lump sum	-	\$ 1,500.00	\$ 1,500.00
Success: All values provided	Bid	#1-9	Bed Prep	17136	square feet	-	\$ 1.00	\$ 17,136.00
Success: All values provided	Bid	#1-10	Mulch	17136	square feet	-	\$ 0.45	\$ 7,711.20
Success: All values provided	Bid	#1-11	8' Tall Texas Redbud, Multi Trunk	7	each	-	\$ 595.00	\$ 4,165.00
Success: All values provided	Bid	#1-12	8' Tall Rough Leaf Dogwood, Multi Trunk	4	each	-	\$ 395.00	\$ 1,580.00
Success: All values provided	Bid	#1-13	6' Tall Texas Mountain Laurel, Multi Trunk	6	each	-	\$ 985.00	\$ 5,910.00

Success: All values provided	Bid	#1-14	8' Tall Yaupon Holly, Multi Trunk	2	each	-	\$ 875.00	\$ 1,750.00
Success: All values provided	Bid	#1-15	24" box whale's tongue agave	4	each	-	\$ 915.00	\$ 3,660.00
Success: All values provided	Bid	#1-16	5 gal. american beautyberry	50	each	-	\$ 45.00	\$ 2,250.00
Success: All values provided	Bid	#1-17	B&B Burk's juniper	10	each	-	\$ 525.00	\$ 5,250.00
Success: All values provided	Bid	#1-18	B&B taylor juniper	2	each	-	\$ 525.00	\$ 1,050.00
Success: All values provided	Bid	#1-19	5 gal. dwarf wax myrtle	32	each	-	\$ 40.00	\$ 1,280.00
Success: All values provided	Bid	#1-20	30 gal. bright 'n tight cherry laurel	6	each	-	\$ 650.00	\$ 3,900.00
Success: All values provided	Bid	#1-21	5 gal. coralberry	309	each	1064 SF	\$ 45.00	\$ 13,905.00
Success: All values provided	Bid	#1-22	3 gal. pale leaf yucca	15	each	-	\$ 40.00	\$ 600.00
Success: All values provided	Bid	#1-23	1 gal. inland sea oats	625	each	1224 sf	\$ 12.50	\$ 7,812.50
Success: All values provided	Bid	#1-24	3 gal. white cloud gulf muhly	70	each	239 sf	\$ 40.00	\$ 2,800.00
Success: All values provided	Bid	#1-25	5 gal. shenandoah switchgrass	291	each	1571 sf	\$ 45.00	\$ 13,095.00
Success: All values provided	Bid	#1-26	3 gal. blue foliage indian grass	73	each	252 sf	\$ 35.00	\$ 2,555.00
Success: All values provided	Bid	#1-27	1 gal. texas gold columbine	244	each	478 sf	\$ 12.50	\$ 3,050.00
Success: All values provided	Bid	#1-28	1 gal. southern wood fern	58	each	-	\$ 14.00	\$ 812.00
Success: All values provided	Bid	#1-29	1 gal. purple coneflower	574	each	499 sf	\$ 12.50	\$ 7,175.00
Success: All values provided	Bid	#1-30	1 gal. turk's cap	35	each	-	\$ 12.50	\$ 437.50

Success: All values provided	Bid	#1-31	3 gal. purple autumn sage	26	each	-	\$ 30.00	\$ 780.00	
Success: All values provided	Bid	#1-32	4" pot lyre leaf sage "purple knockout"	2956	each	621 sf	\$ 3.00	\$ 8,868.00	
Success: All values provided	Bid	#1-33	3 gal. fall aster	107	each	209 sf	\$ 25.00	\$ 2,675.00	
Success: All values provided	Bid	#1-34	4" pot four nerve daisy	673	each	259 sf	\$ 3.00	\$ 2,019.00	
Success: All values provided	Bid	#1-35	4" pot leavenworth's sedge	1773	each	1364 sf	\$ 2.50	\$ 4,432.50	
Success: All values provided	Bid	#1-36	4" pot golden groundsel	1773	each	1364 sf	\$ 2.50	\$ 4,432.50	
Success: All values provided	Bid	#1-37	4" pot meadow sedge	2356	each	4098 sf	\$ 2.50	\$ 5,890.00	
Success: All values provided	Bid	#1-38	4" pot gulf coast penstemon	2356	each	4098 sf	\$ 2.50	\$ 5,890.00	
Success: All values provided	Bid	#1-39	1 gal. Mexican Feathergrass	763	each	1326 sf	\$ 12.50	\$ 9,537.50	
Success: All values provided	Bid	#1-40	1 gal. Texas gayfeather	763	each	1326 sf	\$ 12.50	\$ 9,537.50	
Success: All values provided	Bid	#1-41	1 gal. fig ivy	17	each	-	\$ 15.00	\$ 255.00	
Success: All values provided	Bid	#1-42	Bermudagrass Sod Repair	1316	square feet	493 LF x 32"	\$ 1.00	\$ 1,316.00	
Success: All values provided	Bid	#1-43	Zoro Zoysia Grass	1537	square feet	-	\$ 2.00	\$ 3,074.00	
Success: All values provided	Bid	#1-44	Irrigation Repair	1	lump sum	-	\$ 25,000.00	\$ 25,000.00	
Basket Total								\$ 210,597.20	

Visitor Center Planting (Select "No Bid" if using item(s) listed under Alternates)

Success: All values provided	Bid	#2-1	Demolition - Shrubs, Groundcover, and Metal Edging	1	lump sum	-	\$ 2,000.00	\$ 2,000.00
Success: All values provided	Bid	#2-2	Demolition - Crepe Myrtle Stumps	7	each	-	\$ 100.00	\$ 700.00
Success: All values provided	Bid	#2-3	Demolition - Pine Tree	1	each	-	\$ 500.00	\$ 500.00
Success: All values provided	Bid	#2-4	Demolition - Stone Edging	45	linear feet	-	\$ 50.00	\$ 2,250.00
Success: All values provided	Bid	#2-5	8' Tall Eve's Necklace	6	each	-	\$ 800.00	\$ 4,800.00
Success: All values provided	Bid	#2-6	3 gal. Bushy Bluestem	45	each	155 sf	\$ 45.00	\$ 2,025.00
Success: All values provided	Bid	#2-7	1 gal. inland sea oats	132	each	258 sf	\$ 12.50	\$ 1,650.00
Success: All values provided	Bid	#2-8	3 gal. white cloud gulf muhly	53	each	-	\$ 40.00	\$ 2,120.00
Success: All values provided	Bid	#2-9	5 gal. shenandoah switchgrass	21	each	113 sf	\$ 45.00	\$ 945.00
Success: All values provided	Bid	#2-10	3 gal. blue foliage indian grass	65	each	224 sf	\$ 35.00	\$ 2,275.00
Success: All values provided	Bid	#2-11	4" pot gregg's mistflower	188	each	163 sf	\$ 2.50	\$ 470.00
Success: All values provided	Bid	#2-12	1 gal. purple coneflower	149	each	-	\$ 12.50	\$ 1,862.50
Success: All values provided	Bid	#2-13	1 gal. maximilian sunflower	28	each	95 sf	\$ 35.00	\$ 980.00
Success: All values provided	Bid	#2-14	1 gal. turk's cap	45	each	150 sf + 1	\$ 12.50	\$ 562.50
Success: All values provided	Bid	#2-15	1 gal. goldstrum black eyed susan	25	each	-	\$ 12.50	\$ 312.50
Success: All values provided	Bid	#2-16	1 gal giant coneflower	27	each	53 sf	\$ 12.50	\$ 337.50

Success: All values provided	Bid	#2-17	4" pot meadow sedge	78	each	136 sf	\$ 2.50	\$ 195.00	
Success: All values provided	Bid	#2-18	4" pot gulf coast penstemon	78	each	-	\$ 2.50	\$ 195.00	
Success: All values provided	Bid	#2-19	4" pot four nerve daisy	265	each	102 sf	\$ 2.50	\$ 662.50	
Success: All values provided	Bid	#2-20	3 gal. pale leaf yucca	3	each	-	\$ 40.00	\$ 120.00	
Success: All values provided	Bid	#2-21	Bermudagrass Sod Repair	331	square feet	124 lf	\$ 1.00	\$ 331.00	
Success: All values provided	Bid	#2-22	Irrigation Repair	1	lump sum	-	\$ 5,000.00	\$ 5,000.00	
Basket Total								\$ 30,293.50	

City Hall Planting Alternate (Select "No Bid" if not using alternates)

Error: Clear values for 'Unit Price' in cell J80 or select 'Bid'	No Bid	#3-1	3 gal. american beautyberry in lieu of 5 gal.	50	each	-	\$ 0.00	\$ 0.00
Error: Clear values for 'Unit Price' in cell J81 or select 'Bid'	No Bid	#3-2	3 gal. dwarf wax myrtle in lieu of 5 gal.	32	each	-	\$ 0.00	\$ 0.00
Error: Clear values for 'Unit Price' in cell J82 or select 'Bid'	No Bid	#3-3	3 gal. coralberry in lieu of 5 gal.	309	each	-	\$ 0.00	\$ 0.00
Error: Clear values for 'Unit Price' in cell J83 or select 'Bid'	No Bid	#3-4	1 gal. pale leaf yucca in lieu of 3 gal.	15	each	-	\$ 0.00	\$ 0.00
Error: Clear values for 'Unit Price' in cell J84 or select 'Bid'	No Bid	#3-5	4". inland sea oats in lieu of 1 gal.	625	each	-	\$ 0.00	\$ 0.00
Error: Clear values for 'Unit Price' in cell J85 or select 'Bid'	No Bid	#3-6	1 gal. white cloud gulf muhly in lieu of 3 gal.	70	each	-	\$ 0.00	\$ 0.00
Error: Clear values for 'Unit Price' in cell J86 or select 'Bid'	No Bid	#3-7	3 gal. shenandoah switchgrass in lieu of 5 gal.	291	each	-	\$ 0.00	\$ 0.00
Error: Clear values for 'Unit Price' in cell J87 or select 'Bid'	No Bid	#3-8	1 gal. blue foliage indian grass in lieu of 3 gal.	73	each	-	\$ 0.00	\$ 0.00
Error: Clear values for 'Unit Price' in cell J88 or select 'Bid'	No Bid	#3-9	4" pot texas gold columbine in lieu of 1 gal.	244	each	-	\$ 0.00	\$ 0.00

Error: Clear values for 'Unit Price' in cell J89 or select 'Bid'	No Bid	#3-10	4" pot southern wood fern in lieu of 1 gal.	58	each	-	\$ 0.00	\$ 0.00
Error: Clear values for 'Unit Price' in cell J90 or select 'Bid'	No Bid	#3-11	4" pot purple coneflower in lieu of 1 gal.	574	each	-	\$ 0.00	\$ 0.00
Error: Clear values for 'Unit Price' in cell J91 or select 'Bid'	No Bid	#3-12	4" pot turk's cap in lieu of 1 gal.	35	each	-	\$ 0.00	\$ 0.00
Error: Clear values for 'Unit Price' in cell J92 or select 'Bid'	No Bid	#3-13	1 gal. purple autumn sage in lieu of 3 gal.	26	each	-	\$ 0.00	\$ 0.00
Error: Clear values for 'Unit Price' in cell J93 or select 'Bid'	No Bid	#3-14	1 gal. fall aster in lieu of 3 gal.	107	each	-	\$ 0.00	\$ 0.00
Error: Clear values for 'Unit Price' in cell J94 or select 'Bid'	No Bid	#3-15	4" pot Mexican Feathergrass in lieu of 1 gal.	763	each	-	\$ 0.00	\$ 0.00
Error: Clear values for 'Unit Price' in cell J95 or select 'Bid'	No Bid	#3-16	4" pot Texas gayfeather in lieu of 1 gal.	763	each	-	\$ 0.00	\$ 0.00
Error: Clear values for 'Unit Price' in cell J96 or select 'Bid'	No Bid	#3-17	4" fig ivy in lieu of 1 gal.	17	each	-	\$ 0.00	\$ 0.00
Basket Total							\$ 0.00	

Visitor Center Planting Alternate (Select "No Bid" if not using alternates)

Error: Clear values for 'Unit Price' in cell J100 or select 'Bid'	No Bid	#4-1	1 gal. Bushy Bluestem in lieu of 3 gal.	45	each	-	\$ 0.00	\$ 0.00
Error: Clear values for 'Unit Price' in cell J101 or select 'Bid'	No Bid	#4-2	4" pot inland sea oats in lieu of 1 gal.	132	each	-	\$ 0.00	\$ 0.00
Error: Clear values for 'Unit Price' in cell J102 or select 'Bid'	No Bid	#4-3	1 gal. white cloud gulf muhly in lieu of 3 gal.	53	each	-	\$ 0.00	\$ 0.00
Error: Clear values for 'Unit Price' in cell J103 or select 'Bid'	No Bid	#4-4	3 gal. shenandoah switchgrass in lieu of 5 gal.	21	each	-	\$ 0.00	\$ 0.00
Error: Clear values for 'Unit Price' in cell J104 or select 'Bid'	No Bid	#4-5	1 gal. blue foliage indian grass in lieu of 3 gal.	65	each	-	\$ 0.00	\$ 0.00
Basket Total							\$ 0.00	

Grand Total

\$ 240,890.70

AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

American Landscape Systems, Inc.
1780 Midway Rd.
Lewisville, TX 75056

SURETY (Name, legal status and principal place of business):

FCCI Insurance Company
6300 University Parkway
Sarasota, FL 34240-8424

OWNER (Name, legal status and address):

City of Lewisville
151 W. Church Street
Lewisville, TX 75057

Bond Amount: Five Percent of the Greatest Amount Bid (5% GAB)

PROJECT: (Name, location or address, and Project number, if any):

Lewisville City Hall and Visitor Center Planting

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters in to a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed by the Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of February, 2024

(Witness) _____ (Seal)

(Witness) _____ (Seal)

American Landscape Systems, Inc.
(Principal) _____ (Seal)

(Name & Title) JOSEPH ANGELO, VP
FCCI Insurance Company

(Surety) _____

(Name & Title): Faith Ann Hilty, Attorney-in-Fact



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Troy Russell Key; Debra Lee Moon; Andrea Rose Crawford; Sandra Lee Roney; Colin E. Conly; John R. Ward; Monica Ruby Veazey; Thomas Douglas Moore; Emily Allison Mikeska; Allyson W. Dean; Andrew Gareth Addison; Patrick Thomas Coyle; Michael Donald Hendrickson; Bryan Kelly Moore; Elizabeth Ortiz; Ana Owens; Betty J. Reeh; Faith Ann Hilty

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$30,000,000.00): \$30,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 29th day of February, 2024

Christopher Shoucair
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call FCCI Insurance Group's (FCCI)* toll-free telephone number for information or to make a complaint at 1-800-226-3224.

You may also write to FCCI Insurance Group Compliance Department e-mail at StateComplaints@fcci-group.com.

For Claims, you may write to FCCI Insurance Group Claim Department e-mail at newclaim@fcci-group.com.

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439.

You may write the Texas Department of Insurance:

PO Box 149104

Austin TX 78714-9104

Fax: 1-512-475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim you should contact FCCI first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND

This notice is for information only and does not become a part or condition of the attached documents.

*The FCCI Insurance Group includes the following insurance carriers: Brierfield Insurance Company, FCCI Advantage Insurance Company, FCCI Commercial Insurance Company, FCCI Insurance Company, Monroe Guaranty Insurance Company, and National Trust Insurance Company.

**CITY OF LEWISVILLE
PURCHASING DIVISION**

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS: These instructions apply to all bids and become a part of the terms and conditions of any bid submitted.

BIDS must not be faxed, but are to be submitted to the City in one of the following manners:

- A. **Electronic Receipt:** Bidders are encouraged to submit bids to the City through Bonfire. The City is a member of this electronic bidding platform and the submittal of bids to the City is at no cost to the bidder. The internet site is www.gobonfire.com.

or

- B. **Paper Bid Receipt:** Paper bids may be submitted to the City. Bidders are to submit the original and one PDF copy of the bid on a flash drive in a sealed envelope to the Purchasing Division prior to response due date/time. The sealed envelope is to be marked on the outside with the bidder's name, address, the bid invitation number, and closing date recorded on the bottom left corner of the envelope.

Address to:

City of Lewisville
Finance Administration - Purchasing Division
151 W. Church St.
Lewisville, Texas 75057

Sealed bids must be submitted in sufficient time as to be received and time stamped at the above location on or before the published bid date and time shown on the bid invitation. Bids received after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Lewisville is not responsible for lateness of mail carrier, etc.

BID: The bidder should quote its lowest and best price, F.O.B. destination on each item bid. If delivery and shipping quantities affect unit bid price, multiple bids may be made so as to indicate "price break" quantities in order for the City to determine maximum economic benefits. Pricing for paper bids shall be entered on the Bid Sheet in ink or typewritten. Totals shall be entered in the "Total Price" column of the Bid Sheet. In all cases of discrepancy between unit price and extended price, the unit price will be presumed to be correct.

MAKE-MODEL Items must be the best and latest model available of the type specified. If the bid invitation indicates a specific brand of product, the brand listed is deemed to be descriptive and not restrictive and is used to indicate the type and quality level desired for comparison purposes. Bidders may offer an approved equal to the brand listed, unless otherwise noted. The City shall make the final determination as to the brand offered being an approved equal to the brand listed. A Complete catalog or brochure showing in detail the item offered must accompany the bid.

SPLIT-AWARD: Bidders may furnish pricing for all or any portion of the bid invitation. Unless the bidder specifies otherwise in his bid, the City may award the contract for any item or group of items shown on the bid invitation.

BID FORMS: Bids submitted on other than City forms, whether electronic or paper, or with different terms or provisions may not be considered as responsive bids.

Bids must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in the bid document.

F.O.B./DAMAGE: Quotations shall be bid F.O.B. Inside Delivery, Municipal Facility, Lewisville, Texas, and shall include all delivery and packaging costs. The City of Lewisville assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.

INVOICES: Invoices must be submitted by the successful bidder in duplicate to the City of Lewisville Accounts Payable, P O Box 299002, Lewisville, TX 75029-9002 or may be emailed to: accountspayable_col@cityoflewisville.com.

TAXES: The City of Lewisville is exempt from Federal Manufacturer's Excise, and State Sales taxes. TAX MUST NOT BE INCLUDED IN BID. Tax exemption certificates will be executed by the City and furnished upon request.

PRICING: Bids should be firm. If the bidder, however, believes it necessary to base its price on price adjustment, such a bid may be considered, but only as an alternate bid.

PAYMENT TERMS: Payment terms are net 30 days after the goods are provided or services are completed, as required, or a correct invoice is received, whichever is later.

DELIVERY PROMISE - PENALTIES: Bids MUST show the number of calendar days required to place the materials in the possession of the City. DO NOT quote shipping dates. Consistent failure of a bidder to meet his delivery promises without valid reason may be cause for removal from the Bidder's List. When Delivery delays can be foreseen, the bidder shall give prior notice to the Purchasing Division which shall have the right to extend the delivery due date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Purchasing Division to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free delivery and storage.

CORRESPONDENCE: The bid number must appear on ALL correspondence, inquiries, etc. pertaining to the bid.

DELIVERY TIMES: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility.

PATENT RIGHTS: The Vendor agrees to indemnify and hold the City harmless from any and all claims involving patent right infringement or copyrights on goods supplied.

EVALUATION: Response to the specification in this bid is of primary importance in determining the lowest responsible bid.

BID AWARD: Bids will be awarded either on Lowest Responsible Bid or Best Value. The Criteria used to determine Best Value is as follows:

- Purchase Price
- The reputation of the bidder and of the bidder's goods and service
- The quality of the bidder's goods or services
- The extent to which the goods or services meet the municipality's needs.
- The bidder's past relationship with the municipality.
- The impact on the ability of the city to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities.

The total long-term cost to the city to acquire the bidders good or services (Life Cycle Costing).

Any other relevant factors that a private business would consider in selecting a bidder.

FUNDING: The City of Lewisville is a home-rule municipal government operated and funded on an October 1 to September 30 Fiscal Year; accordingly, the City reserves the right to terminate, without liability to the City any contract for which funding is not available.

RESERVATIONS: The City expressly reserves the right to:

- A. Waive as an informality, minor deviations from specifications.
- B. Waive any defect, irregularity or informality in any bid or bidding procedure.
- C. Reject or cancel any or all bids.
- D. Reissue a bid invitation.
- E. Extend the bid opening time and date.
- F. Procure any item by other means.
- G. Increase or decrease the quantity specified in the bid invitation, unless the Bidder specifies otherwise.
- H. Consider and accept an alternate bid as provided herein when most advantageous
- I. to the City.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.

AUDIT: The City of Lewisville reserves the right to audit the records and performance of the successful bidder during the term of the contract and for three years after the contract is completed.

PROTESTS: All protests regarding the bid solicitation process must be submitted in writing to the City Purchasing Manager within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties with the bidding process.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary.

Failure to Protest within the time allotted shall constitute a waiver of any protest.

ALTERING BIDS: Bid cannot be altered or amended after submission deadline. Any interlineation, or alteration made before opening time for sealed bids must be initialed by the signer of the bid, guaranteeing authenticity.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Lewisville.

ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and Specifications will be made by ADDENDA. Sole authority to issue addenda shall be vested in the City of Lewisville. Bidders shall acknowledge receipt of all addenda on bid form.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award; and
- The City of Lewisville may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

BIDDER SHALL PROVIDE with this bid response, all documentation required. Failure to provide this information may result in rejection of bid.

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless the City of Lewisville and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions, or other claims of any character,

name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City of Lewisville and participating entities growing out of such injury or damages.

TERMINATION FOR DEFAULT: The City of Lewisville reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1) meet delivery schedules, or 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award to another bidder. Purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

TESTING: Testing may be performed at the request of the City without expense to the City.

REMEDIES: The successful bidder and City of Lewisville agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Denton County, Texas.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial products and practices are to prevail. All interpretations of the specifications in this bid shall be made on the basis of this statement.

DEVIATIONS from specifications and alternate bids must be clearly shown on the bid form with complete information attached to form. They may or may not be considered.

NO EMPLOYEE of the City of Lewisville who has a financial interest in a prospective vendor shall participate in submitting a bid or proposal to conduct work for the City.

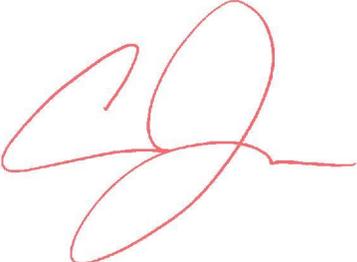
NO EMPLOYEE of the City of Lewisville shall receive any compensation for or as a result of a contract for goods or services purchased by the City if that employee was in a position to influence the City with respect to the contract.

ELIGIBLE BIDDER: Bidders are limited to those persons or firms who are qualified and engaged in a full-time business and can assume liabilities for any performance or warranty service required.

REJECTED ITEM(S): Item(s) that are rejected for failure to meet prescribed minimum specifications shall be returned to the supplier at no cost to the City of Lewisville.

INDEMNITY: The City of Lewisville will not accept a contract that contains any provision causing the City of Lewisville to indemnify the vendor for any reason.

VENDOR AGREEMENT: Any vendor agreements (service, maintenance, etc.) to be signed by the City of Lewisville must be submitted with your bid.



2/29/24

EXHIBIT A

PURCHASE ORDER TERMS & CONDITIONS

Seller and Buyer agree to comply with the following terms and conditions. These Terms and Conditions along with the purchase order shall constitute a contract between the Seller and Buyer upon the Seller issuing an invoice and/or providing any of the goods and services described in the purchase order. In the event of a conflict between these Terms and Conditions and a separate written agreement between the Seller and Buyer, the terms of the separate written agreement shall prevail.

1. SELLER TO PACKAGE GOODS: Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase order release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED: Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE AND RISK OF LOSS: The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. DELIVERY TERMS AND TRANSPORTATION CHARGES: F.O.B. Inside Delivery, Municipal Facility, Lewisville, Texas, and shall include all delivery and packaging costs. The Buyer assumes no liability for goods delivered in damaged or unacceptable condition. The Seller shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by Seller of damage.

5. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

6. PLACE OF DELIVERY: The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications", hereof. The terms of this contract are "no arrival, no sale".

7. INVOICES AND PAYMENTS: (a) Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weigh bill when applicable, should be attached to the invoice. Mail to: City of Lewisville Accounts Payable, PO Box 299002 Lewisville, Texas 75029-9002. Payments shall be made thirty days after the goods are delivered to the Buyer, or a correct invoice is received, whichever is later. Suppliers should keep the Accounts Payable Office advised of any changes in remittance addresses. (b) Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer. (c) Do not include Federal Excise, State or City Sales Tax. Buyer shall furnish tax exemption certificate, if required.

8. GRATUITIES: The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the City of Lewisville with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

9. SPECIAL TOOLS AND TEST EQUIPMENT: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

10. WARRANTY PRICE: (a) The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. (b) The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. WARRANTY PRODUCTS: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

12. SAFETY WARRANTY: Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.

13. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS: As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this contract will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two weeks after the signing of this contract. If Buyer does not receive notice and is subsequently held liable for the infringement of the like, Seller will save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

14. RIGHT OF INSPECTION: Buyer shall have the right to inspect the goods at delivery before accepting them.

15. CANCELLATION: Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

16. TERMINATION: The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.

17. FORCE MAJEURE: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the

obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.

18. ASSIGNMENT DELEGATION: No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

19. WAIVER: No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

20. MODIFICATIONS: This contract may be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents. This shall include any change orders.

21. INTERPRETATION PAROLE EVIDENCE: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

22. APPLICABLE LAW: This contract shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract.

23. ADVERTISING: Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

24. RIGHT TO ASSURANCE: Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

25. VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Denton County, Texas.

26. DISCLOSURE: Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code

Seller should consult with legal counsel if you have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

27. INDEPENDENT CONTRACTOR: Seller shall be considered an independent contractor and not an agent, servant, employee, or representative of Buyer in the performance of the work. No term or provision herein or act of the Seller shall be construed as changing that status.

28. TERMINATION FOR DEFAULT: Buyer reserves the right to enforce the performance of any Purchase Order in any manner prescribed by law or deemed to be in the best interest of Buyer in the event of breach or default. The Buyer reserves the right to terminate any purchase order and/or agreement with the Seller in the event the Seller fails to: (a) meet delivery schedules, or (b) otherwise perform in accordance with these terms and conditions.

29. PROTESTS: All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code

Post-award protests must be submitted in written form to the City Manager within five (5) working days after award. The protest must include, at a minimum, the name of protester, bid/proposal number or description of goods or services, and a statement of grounds for protest.

30. INDEMNIFICATION: SELLER AGREES TO DEFEND, INDEMNIFY AND HOLD BUYER, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY SELLER'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY SELLER, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS CONTRACT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF BUYER, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE SELLER AND BUYER, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

31. SEVERABILITY: In case any one or more of the provisions contained in these Terms and Conditions shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and these Terms and Conditions shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

32. IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a): The Buyer supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall at all times during the term of the contract with the Buyer comply with the requirements of IRCA and shall notify the Buyer within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Buyer may terminate a contract with the Seller if the Buyer determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Buyer of an IRCA violation.

33. ADA COMPLIANCE: All goods and services provided to the Buyer must be compliant with the Americans with Disabilities Act and any amendments thereto (the "ADA") and all regulations promulgated pursuant to the ADA. Seller will be required to certify compliance, if required under the law or otherwise required by the Buyer.

34. PROTECTION OF RESIDENT WORKERS: The Buyer actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Seller shall establish appropriate procedures and controls so no services under the contract will be performed by any worker who is not legally eligible to perform such services or employment. The Buyer reserves the right to audit Seller's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the contract. The audit will be at the Buyer's expense.

35. TEXAS GOVERNMENT CODE CHAPTER 2252. Pursuant to Texas Government Code Chapter 2252, Subchapter F, Consultant affirms, by entering into this Agreement, that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.

36. TEXAS GOVERNMENT CODE CHAPTER 2271. Pursuant to Texas Government Code Chapter 2271, Consultant affirms that execution of this Agreement serves as written verification that Consultant: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the Agreement. This section shall not apply if Consultant employs fewer than ten (10) full-time employees, or if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00.

37. TEXAS GOVERNMENT CODE CHAPTER 2274. Pursuant to Texas Government Code Chapter 2274, Consultant verifies the following:

- A. Consultant: (1) does not boycott energy companies, as defined by Texas Government Code Section 809.001; and (2) will not boycott energy companies during the term of this Agreement.
- B. Consultant: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as those terms are defined in that chapter; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

This section shall not apply if Consultant employs fewer than ten (10) full-time employees, if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00, or if this Agreement is otherwise exempted from the requirements of Texas Government Code Chapter 2274.



2/20/24

**CITY OF LEWISVILLE
PURCHASING DIVISION**

ADDITIONAL TERMS

ANTI-LOBBYING PROVISION

During the period between proposal / sealed bid submission date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City of Lewisville City Council or City staff except during City-Sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

This provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP / Bid Evaluation process. Violation of this provision may result in rejection of the offeror's proposal.

LAWS AND ORDINANCES

Laws and Ordinances: The Contractor shall always observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.

PROTECTION OF RESIDENT WORKERS

Protection of Resident Workers: The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor and its Subcontractors shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit Contractor's or Subcontractor's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services or manufacturing products under the Contract Documents. The audit will be at the City's expense.

IMMIGRATION REFORM AND CONTROL ACT

Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Contractor shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of

Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Contractor if the City determines that (a) the Contractor or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Contractor fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Contractor or its Subcontractors fail to timely notify the City of an IRCA violation.

AMERICAN LANDSCAPE SYSTEMS
Contractor Name


Authorized Signature

2/29/24
Date

CITY OF LEWISVILLE DISCLOSURE OF INTEREST

Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh (7th) business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated Conflict of Interest Questionnaire must be filed in accordance with Chapter 176 of the Local Government Code.

Seller should consult with legal counsel if they have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

**EXHIBIT A
VENDOR REFERENCES**

Please list at least three (3) references of **current** customers who can verify the quality of service your company provides. The City prefers local customers of similar size and scope of work to this bid. **THIS FORM MUST BE RETURNED WITH YOUR BID.** Attach additional sheets as needed.

REFERENCE ONE:

Government/Company Name: City of Frisco
Address: 6101 Frisco Square Blvd, Frisco, TX 75034
Contact Name and Title: TIN NGUYEN, Construction Manager
Contact Phone: 214.223.8396 Contact Email: TNguyen@friscotexas.gov
Contract Period: Multiple Contract Amount: \$250k - \$4M

REFERENCE TWO:

Government/Company Name: Town of Prosper
Address: 250 W First St., Prosper, TX 75078
Contact Name and Title: Natlan Johnson, Construction Superintendent
Contact Phone: 469.919.6537 Contact Email: njohnson@prosperTX.gov
Contract Period: 12/22 - 3/23 Contract Amount: \$570k (\$423k + \$147k)

REFERENCE THREE:

Government/Company Name: Town of Flower Mound
Address: 2121 Cross Timbers Rd, Flower Mound, TX 75028
Contact Name and Title: Jess Garner, Director of Facilities
Contact Phone: 972.874.6064 Contact Email: jess.garner@flower-mound.com
Contract Period: 3/30/23 - 2/30/24 Contract Amount: \$150k in municipal
enhancements + monthly
maintenance

**CITY OF LEWISVILLE
PURCHASING DIVISION**

BOND REQUIREMENTS AND RETAINAGE

BONDS

The successful bidder will be required to furnish the following bonds from a surety licensed to do business in the State of Texas. These bonds, along with proper insurance papers, will be incorporated as part of the final contract documents and will remain in effect until the completion and acceptance of the project. Maintenance bonds shall be in effect based on their stated term after final acceptance of the project:

Project amount \$10,001 to \$24,999 – a payment bond at the project amount and a maintenance bond for one year from the date of final payment.

Project amount \$25,000 to \$99,999 – a payment bond at the project amount and a maintenance bond for two years from the date of the final payment.

Project amount \$100,000 and greater – a bid bond equal to five percent (5%) of the project amount is to be included with the sealed bid; a payment bond and performance bond at the project amount and a maintenance bond for two years from the date of the final payment.

RETAINAGE

Retainage will be based on the following: Fifteen percent (15%) retainage for contracts up to \$25,000; ten percent (10%) retainage for contracts more than \$25,000 and less than \$400,000; five percent (5%) retainage for contracts in excess of \$400,000.



LEWISVILLE
Deep Roots. Broad Wings. Bright Future.

Lewisville 2025 - Sustainability

Lewisville City Council unanimously adopted the Lewisville 2025 plan on July 14, 2014. The plan was developed after more than a year of public input and discussion that garnered hundreds of ideas and suggestions. That input was studied extensively by the Lewisville 2025 Steering Committee, City staff and professional consultants and formulated into the Lewisville 2025 plan. The plan provides a clear shared vision for the kind of community Lewisville wants to be when it turns 100 years old in 2025: a place that people choose to live, work and visit.

Lewisville 2025 identifies nine “Big Moves” to guide the community’s efforts toward being a thriving, desirable community. One of these Big Moves is sustainability. Lewisville defines sustainability in this way:

Limited resources, such as land, water, energy, clean air, natural assets, and public funds are used efficiently to provide a desirable quality of life and business climate today without reducing Lewisville’s ability to provide the desired quality of life and business climate for success of future generations.

The Purchasing Division’s goal is to support and encourage sustainable management practices through the purchase and use of materials, products and services that demonstrate environmental stewardship as well as fiscal and social responsibility. To that end, Lewisville will consider environmental factors such as but not limited to, recycled content, product life cycle, waste reduction, energy efficiency, toxicity, water consumption, and human health impacts when making purchasing recommendations. To assist City staff with evaluating these factors, prospective vendors may be required to provide specific information about their products and services that addresses environmental impacts.

Does Product or Service?	Yes	No	Details
Reduce energy consumption	X		Landscape reduces heat effect of road
Reduce toxicity, including emissions	X		Plantings and trees absorb emissions from vehicles
Reduce waste		X	
Contain recyclable materials	X		Mulch and compost 100% recycled materials
Reduce water consumption		X	
List other environmental impacts			N/A

Attach supporting documentation if needed

**CITY OF LEWISVILLE
PURCHASING DIVISION**

STATE RECIPROCAL REQUIREMENT

The City of Lewisville, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located (Section 2252.002 of the Government Code). Bidder shall answer all the following questions by encircling the appropriate response or completing the blank provided.

1. Where is your principal place of business? Lewisville, TX

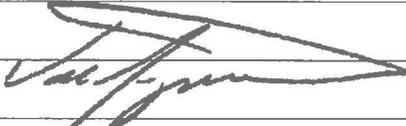
2. Only if your principal place of business is not in the state of Texas, please indicate:
 - A. In which state is your principal place of business located? _____

 - B. Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES NO

 - C. If "YES", what is that dollar increment or percentage? _____

NON-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firms, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employer or agent to any other person engaged in this type of business prior to the official opening of this bid.

Vendor:	<u>American Landscape Systems, Inc.</u>		
Address:	<u>1780 Midway Road</u>		
City, State, Zip:	<u>Lewisville, TX 75056</u>		
Phone:	<u>469.521.2200</u>		
Email:	<u>amj@americanlandscapesystems.com</u>		
Bidder (Print Name):	<u>AARON JACKA</u>		
Bidder Signature:			
Job Title:	<u>CHIEF ESTIMATOR</u>		
Signature of company official authorizing this bid:			
Company Official (Print name):	<u>JOSEPH ANGIONE</u>		
Job Title:	<u>VICE PRESIDENT</u>		

**CITY OF LEWISVILLE
COOPERATIVE PURCHASING AGREEMENT**

Several Governmental entities around the City of Lewisville have indicated an interest in being included in this contract. Should these Governmental Entities decide to participate in this contract, would you, (the vendor) agree that all terms conditions, specifications, and pricing would apply?

_____ YES ~~_____ NO~~

- (a) If you (the Vendor) checked yes, the following will apply.
- (b) Governmental Entities utilizing Internal-Governmental contracts with the City of Lewisville will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the City of Lewisville will be billed directly to that Governmental Entity and paid by that Governmental Entity. City of Lewisville will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/service as needed.

BID INVITATION NO:	
COMMODITY:	

FIRM NAME: AMERICAN LANDSCAPE SYSTEMS, INC.

SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:

 DATE 2/22/24

SIGNER'S NAME AND TITLE:

AARON JASKA
(Please print or type)

VENDOR SUPPLEMENTAL INFORMATION

The following information is required for contract development.

1. In what state was your business formed? Texas
2. Provide the following information for the person authorized to execute contracts on behalf of your organization:

Name Joseph Angelone Title Vice President
Email Address jt@aamericanlandscapesystems.com Telephone No. 972.345.6511
Mailing Address 1750 Midway Rd. City Louisville State Tx Zip 75056

3. Provide the following information for the contact person authorized to implement this contract on behalf of your organization:

Name JOE DAVILA Title DIRECTOR OF OPERATIONS
Email Address jd@aamericanlandscapesystems.com Telephone No. 214.724.9713
Mailing Address same as above City _____ State _____ Zip _____

4. Provide the following information for the person authorized to receive notices and communications regarding this contract on behalf of your organization:

Name ADAM JASKA Title CHIEF ESTIMATOR
Email Address amy@aamericanlandscapesystems.com Telephone No. 214.702.5194
*Physical Business Address same as above City _____ State _____ Zip _____
**Notices and communications will be mailed to this physical address*

5. Select and complete one of the following:

- a. **Sole Proprietorship**
- i. Legal name of Sole Proprietor: _____
- ii. Physical business address: _____
City _____ State _____ Zip _____
- b. **General Partnership**
- i. Legal name of Partnership: _____
- ii. Physical business address: _____
City _____ State _____ Zip _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

VENDOR SUPPLEMENTAL INFORMATION

c. **Limited Partnership**
i. Legal name of Limited Partnership: _____
ii. General Partner(s):
• If a legal entity, name of the entity: _____
• If an individual, name of the individual: _____
iii. Physical business address: _____
City _____ State _____ Zip _____

d. **Corporation**
i. Legal name of Corporation: American Landscape Systems, Inc.
ii. Physical business address 1780 Midway Road
City Louisville State TX Zip 75056

e. **Limited Liability Company**
i. Legal name of Limited Liability Company: _____
ii. Physical business address _____
City _____ State _____ Zip _____

f. **Other Entity (not listed)**
i. Legal name and type of Company: _____
ii. Physical business address _____
City _____ State _____ Zip _____

6. Does your business have 10 or more full-time employees? No Yes

7. a. Are you a publicly traded business? No Yes – where traded: _____

b. Are you a wholly owned subsidiary of a publicly traded business? No Yes – which publicly traded business: _____

8. a. Is your business registered with the Texas Secretary of State? No Yes

b. If yes, please provide records or screenshot(s) from the Texas Secretary of State's website reflecting the name or names for which your business has been registered.

In signing this form, I acknowledge that I have read the above and state that the information contained therein is true and correct.

Signature:  Date: 2/20/24
Print Name: Aaron Jaska Print Title: Chief Estimator

TEXAS SECRETARY of STATE JANE NELSON

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number: 800036497 **Entity Type:** Domestic For-Profit Corporation
Original Date of Filing: December 14, 2001 **Entity Status:** In existence
Formation Date: N/A
Tax ID: 10105598642 **FEIN:**
Duration: Perpetual

Name: American Landscape Systems, Inc.
Address: 1780 MIDWAY ROAD
 LEWISVILLE, TX 75056 USA

REGISTERED AGENT	FILING HISTORY	NAMES	MANAGEMENT	ASSUMED NAMES	ASSOCIATED ENTITIES	INITIAL ADDRESS
Name		Address		Inactive Date		
Mario Bevilacqua		1780 Midway Road Lewisville, TX 75056 USA				

Instructions:

- To place an order for additional information about a filing press the 'Order' button.

INSURANCE REQUIREMENTS
GENERAL CONTRACTS FOR SERVICES

Service work, supplies requiring installation, Janitorial Services, Welding, Surveyors, Plumbing Contractors, Maintenance Agreements, Concessionaires, Tire Repairs, Tow Service, Painting, Electrical, Movers, Major street repairs and Waterline projects, etc.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the vendor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable.**
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises – Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
 - f. If applicable, Explosion Collapse and Underground (XCU) Coverage, Fire Damage, and Medical Expense.

NOTE: The aggregate loss limit applies to each project.

2. Workers' Compensation and Employer's Liability: Workers' Compensation Statutory limits as required by the Labor Code of the State of Texas and Employer's Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.
3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the HR Director or designee.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages
 - a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City. The coverage shall include defense of claims against the City as additional insured.
 - b. The vendor's insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, and employees, Boards and Commissions or volunteers.
 - d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.
2. Waiver of Subrogation – All Coverages
Each insurance policy required by this exhibit shall waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the City.
3. Notice of Cancellation - All Coverages
Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City, or ten (10) days prior written notice for non-payment of premium.

E. ACCEPTABILITY OF INSURERS

The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than **A-:VI, or, A or better** by Standard and Poors.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be provided on forms approved by the Texas Department of Insurance. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. HOLD HARMLESS AND INDEMNIFICATION

THE CONSULTANT/CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT'S/CONTRACTOR'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY, CONSULTANT/CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT/CONTRACTOR AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.



2/29/24



Addendum #1

24-18-B Lewisville City Hall and Visitor Information Center Planting Redevelopment

Bid Extension

The closing date/time for this RFB has been extended to Thursday, February 29, 2024 at 2:00 p.m. CST.

The bid opening will now be held on Thursday, February 29, 2024 at 2:30 p.m. CST in the Development Services Conference Room on the second floor of Lewisville City Hall.

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke.

02.29.



**AMERICAN
LANDSCAPE
SYSTEMS**

Professional Landscape /Irrigation Contractor
1780 Midway Road • Lewisville, Texas 75056
Phone: 469-521-2200 • Fax: 469-521-2206

Bid Proposal

Date	Bid Proposal #
3/29/2024	0228241A-1

Project Information

Lewisville City Hall and Visitor Center Plantings

Name / Address	Landscape Architect / Address	Irrigation Architect / Address
City of Lewisville 151 W. Church St. Lewisville, TX 75057	Studio Outside 824 Exposition Avenue, Suite 5 Dallas, TX	N/A
Plans Used in Bid	Specifications Used in Bid	Addenda Acknowledged
Studio Outside Project No. 23085	Studio Outside Project No. 23085	Addenda #1 (02.26.24)

Qty	Item Description	U/M	Unit Cost	Total Cost
City Hall Planting				
Demo				
1	Item #1.1 - Shrubs, Groundcover, and Metal Edging	LS	\$ 3,500.00	\$ 3,500.00
17	Item #1.2 - Hollies	EA	\$ 150.00	\$ 2,550.00
1	Item #1.3 - Crape Myrtle	EA	\$ 250.00	\$ 250.00
4591	Item #1.4 - Lawn	SF	\$ 1.00	\$ 4,591.00
5	Item #1.5 - Block Wall	LF	\$ 50.00	\$ 250.00
96	Item #1.6 - Segmented Block Wall	LF	\$ 20.00	\$ 1,920.00
Landscape				
7	Item #1.7 - Princeton Elm / 3" cal / B&B	EA	\$ 635.00	\$ 4,445.00
1	Item #1.8 - Decomposed Granite Repair	LS	\$ 1,500.00	\$ 1,500.00
17136	Item #1.9 - Bed Prep / 4" pH Balanced Compost by SBS	SF	\$ 1.00	\$ 17,136.00
17136	Item #1.10 - Mulch / 3" depth / Double Shredded	SF	\$ 0.45	\$ 7,711.20
7	Item #1.11 - Texas Redbud / 8' ht	EA	\$ 595.00	\$ 4,165.00
4	Item #1.12 - Rough Leaf Dogwood / 8' ht	EA	\$ 395.00	\$ 1,580.00
6	Item #1.13 - Texas Mountain Laurel / 6' ht	EA	\$ 985.00	\$ 5,910.00
2	Item #1.14 - Yaupon Holly / 8' ht	EA	\$ 875.00	\$ 1,750.00
4	Item #1.15 - Whale's Tongue Agave / 24" box	EA	\$ 915.00	\$ 3,660.00
50	Item #1.16 - American Beautyberry / 5 gallon	EA	\$ 45.00	\$ 2,250.00
10	Item #1.17 - Burkii Juniper / 8' ht	EA	\$ 525.00	\$ 5,250.00
2	Item #1.18 - Taylor Juniper / 8' ht	EA	\$ 525.00	\$ 1,050.00
32	Item #1.19 - Dwarf Wax Myrtle / 5 gallon	EA	\$ 40.00	\$ 1,280.00
6	Item #1.20 - Bright N Tight Cherry Laurel / 30 gallon	EA	\$ 650.00	\$ 3,900.00
309	Item #1.21 - Coralberry / 5 gallon	EA	\$ 45.00	\$ 13,905.00
15	Item #1.22 - Pale Leaf Yucca / 3 gallon	EA	\$ 40.00	\$ 600.00
625	Item #1.23 - Inland Sea Oats / 1 gallon	EA	\$ 12.50	\$ 7,812.50
70	Item #1.24 - White Cloud Gulf Muhly / 3 gallon	EA	\$ 40.00	\$ 2,800.00
291	Item #1.25 - Shenandoah Switchgrass / 5 gallon	EA	\$ 45.00	\$ 13,095.00
73	Item #1.26 - Blue Foliage Indian Grass / 3 gallon	EA	\$ 35.00	\$ 2,555.00
244	Item #1.27 - Texas Gold Columbine / 1 gallon	EA	\$ 12.50	\$ 3,050.00
58	Item #1.28 - Southern Wood Fern / 1 gallon	EA	\$ 14.00	\$ 812.00
574	Item #1.29 - Purple Coneflower / 1 gallon	EA	\$ 12.50	\$ 7,175.00
35	Item #1.30 - Turk's Cap / 1 gallon	EA	\$ 12.50	\$ 437.50

Project Subtotal \$ 193,581.70

Sales Tax EXEMPT

PROJECT TOTAL \$ **193,581.70**

Irrigation in Texas is regulated by the Texas Commission on Environmental Quality (TCEQ) (MC-178), PO Box 13087, Austin, Texas 78711-3087. TCEQ's website is: www.tceq.state.tx.us





Professional Landscape /Irrigation Contractor
 1780 Midway Road • Lewisville, Texas 75056
 Phone: 469-521-2200 • Fax: 469-521-2206

Bid Proposal

Date	Bid Proposal #
3/29/2024	0228241A-1

Qty	Item Description	U/M	Unit Cost	Total Cost
26	Item #1.31 - Purple Autumn Sage / 3 gallon	EA	\$ 30.00	\$ 780.00
2956	Item #1.32 - Purple Knockout Sage / 4" pots	EA	\$ 3.00	\$ 8,868.00
107	Item #1.33 - Fall Aster / 3 gallon	EA	\$ 25.00	\$ 2,675.00
673	Item #1.34 - Four Nerve Daisy / 4" pots	EA	\$ 3.00	\$ 2,019.00
1773	Item #1.35 - Leavenworth's Sedge / 4" pots	EA	\$ 2.50	\$ 4,432.50
1773	Item #1.36 - Golden Groundsel / 4" pots	EA	\$ 2.50	\$ 4,432.50
2356	Item #1.37 - Meadow Sedge / 4" pots	EA	\$ 2.50	\$ 5,890.00
2356	Item #1.38 - Gulf Coast Penstemon / 4" pots	EA	\$ 2.50	\$ 5,890.00
763	Item #1.39 - Mexican Feathergrass / 1 gallon	EA	\$ 12.50	\$ 9,537.50
763	Item #1.40 - Texas Gayfeather / 1 gallon	EA	\$ 12.50	\$ 9,537.50
17	Item #1.41 - Fig Ivy / 1 gallon	EA	\$ 15.00	\$ 255.00
1316	Item #1.42 - Bermuda Grass Sod Repair	SF	\$ 1.00	\$ 1,316.00
1537	Item #1.43 - Zorro Zoysia Grass	SF	\$ 2.00	\$ 3,074.00
1	Item #1.44 - Irrigation Repair	LS	\$ 25,000.00	\$ 25,000.00
Visitor Center Planting				
Demo				
1	Item #2.1 - Shrubs, Groundcover, and Metal Edging	LS	\$ 2,000.00	\$ 2,000.00
7	Item #2.2 - Crape Myrtle Stumps	EA	\$ 100.00	\$ 700.00
1	Item #2.3 - Pine Tree	EA	\$ 500.00	\$ 500.00
45	Item #2.4 - Stone Edging	LF	\$ 50.00	\$ 2,250.00
Landscape				
6	Item #2.5 - Eve's Necklace / 8' ht	EA	\$ 800.00	\$ 4,800.00
45	Item #2.6 - Bushy Bluestem / 3 gallon	EA	\$ 45.00	\$ 2,025.00
132	Item #2.7 - Inland Sea Oats / 1 gallon	EA	\$ 12.50	\$ 1,650.00
53	Item #2.8 - White Cloud Gulf Muhly / 3 gallon	EA	\$ 40.00	\$ 2,120.00
21	Item #2.9 - Shenandoah Switchgrass / 5 gallon	EA	\$ 45.00	\$ 945.00
65	Item #2.10 - Blue Foliage Indian Grass / 3 gallon	EA	\$ 35.00	\$ 2,275.00
188	Item #2.11 - Gregg's Mistflower / 4" pots	EA	\$ 2.50	\$ 470.00
149	Item #2.12 - Purple Coneflower / 1 gallon	EA	\$ 12.50	\$ 1,862.50
28	Item #2.13 - Maximilian Sunflower / 1 gallon	EA	\$ 35.00	\$ 980.00
45	Item #2.14 - Turk's Cap / 1 gallon	EA	\$ 12.50	\$ 562.50
25	Item #2.15 - Black Eyed Susan / 1 gallon	EA	\$ 12.50	\$ 312.50
27	Item #2.16 - Giant Coneflower / 1 gallon	EA	\$ 12.50	\$ 337.50
78	Item #2.17 - Meadow Sedge / 4" pots	EA	\$ 2.50	\$ 195.00
78	Item #2.18 - Gulf Coast Penstemon / 4" pots	EA	\$ 2.50	\$ 195.00
265	Item #2.19 - Four Nerve Daisy / 4" pots	EA	\$ 2.50	\$ 662.50
3	Item #2.20 - Pale Leaf Yucca / 3 gallon	EA	\$ 40.00	\$ 120.00
331	Item #2.21 - Bermudagrass Sod Repair	SF	\$ 1.00	\$ 331.00
1	Item #2.22 - Irrigation Repair	LS	\$ 5,000.00	\$ 5,000.00
City Hall Planting Alternate				
50	Item #3.1 - American Beautyberry / 3 gallon	EA	\$ (5.00)	\$ (250.00)
32	Item #3.2 - Dwarf Wax Myrtle / 3 gallon	EA	\$ (5.00)	\$ (160.00)
309	Item #3.3 - Coralberry / 3 gallon	EA	\$ (10.00)	\$ (3,090.00)

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Project Subtotal	\$ 193,581.70
Sales Tax	EXEMPT
PROJECT TOTAL	\$ 193,581.70



Professional Landscape /Irrigation Contractor
 1780 Midway Road • Lewisville, Texas 75056
 Phone: 469-521-2200 • Fax: 469-521-2206

Bid Proposal

Date	Bid Proposal #
3/29/2024	0228241A-1

Qty	Item Description	U/M	Unit Cost	Total Cost
15	Item #3.4 - Pale Leaf Yucca / 1 gallon	EA	\$ (27.50)	\$ (412.50)
625	Item #3.5 - Inland Sea Oats / 4" pots	EA	\$ (9.00)	\$ (5,625.00)
70	Item #3.6 - White Cloud Gulf Muhly / 1 gallon	EA	\$ (27.50)	\$ (1,925.00)
291	Item #3.7 - Shenandoah Switchgrass / 3 gallon	EA	\$ (15.00)	\$ (4,365.00)
73	Item #3.8 - Blue Foliage Indian Grass / 1 gallon	EA	\$ (22.50)	\$ (1,642.50)
244	Item #3.9 - Texas Gold Columbine / 4" pots	EA	\$ (9.00)	\$ (2,196.00)
58	Item #3.10 - Southern Wood Fern / 4" pots	EA	\$ (10.00)	\$ (580.00)
574	Item #3.11 - Purple Coneflower / 4" pots	EA	\$ (9.00)	\$ (5,166.00)
35	Item #3.12 - Turk's Cap / 4" pots	EA	\$ (9.00)	\$ (315.00)
26	Item #3.13 - Purple Autumn Sage / 1 gallon	EA	\$ (17.50)	\$ (455.00)
107	Item #3.14 - Fall Aster / 1 gallon	EA	\$ (12.50)	\$ (1,337.50)
763	Item #3.15 - Mexican Feathergrass / 4" pots	EA	\$ (9.00)	\$ (6,867.00)
763	Item #3.16 - Texas Gayfeather / 4" pots	EA	\$ (9.00)	\$ (6,867.00)
17	Item #3.17 - Fig Ivy / 4" pots	EA	\$ (10.00)	\$ (170.00)
Visitor Center Planting Alternate				
45	Item #4.1 - Bushy Bluestem / 1 gallon	EA	\$ (32.50)	\$ (1,462.50)
132	Item #4.2 - Inland Sea Oats / 4" pots	EA	\$ (9.00)	\$ (1,188.00)
53	Item #4.3 - White Cloud Muhly / 1 gallon	EA	\$ (27.50)	\$ (1,457.50)
21	Item #4.4 - Shenandoah Switchgrass / 3 gallon	EA	\$ (15.00)	\$ (315.00)
65	Item #4.5 - Blue Foliage Indian Grass / 1 gallon	EA	\$ (22.50)	\$ (1,462.50)

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Project Subtotal	\$ 193,581.70
Sales Tax	EXEMPT
PROJECT TOTAL	\$ 193,581.70



Professional Landscape Irrigation Contractor
1780 Midway Road • Lewisville, Texas 75056
Phone: 469-521-2200 • Fax: 469-521-2206

Bid Proposal

Date	Bid Proposal #
3/29/2024	0228241A-1

American Landscape Systems, Inc. Supplemental Information

Job Specific Notes

- Specified plant species may not all be available depending on time of planting

General Conditions

- This proposal is based on ONE CREW working 40 HOURS, MONDAY thru FRIDAY. If an accelerated schedule or overtime is needed to complete this job, it must be requested of ALS before the contract is executed. The contractor and ALS will agreed upon a schedule and if additional funds are required, these will be added to the above proposal. 50% of these funds will be billed upon starting the job, with the remainder being submitted on the final pay application.
- Due to seasonal fluctuations in material pricing, this proposal is valid for **45 DAYS** from date submitted. ALS reserves the right to update unit pricing with current market value should contracting discussions take place after this allotment of time.
- All unit pricing called out on this proposal is only applicable for base contract installation. Any additional work will be priced according to mark values at the time of change order request. All deductions in scope will have material and labor credited back.
- ALS requires an advanced notice of **FIVE (5) BUSINESS DAYS** prior to any installation as to provide adequate time to locate underground utilities. Landscape material will not be installed prior to final acceptance of the irrigation system.
- This proposal does not include existing tree protection/removal, rough grading, import/export of topsoil, or haul-off of trash/debris from other trades. Grade to be received at +/- 0.10' from the final grade of the sub-grade, as defined in the landscape specifications.
- This proposal does not include P&P/maintenance bonds, maintenance of erosion control, water meters, taps, boring for sleeves, or electrical source for controller. ALS will perform final hardwire to controller only. Electrical source must be within 5' of controller's final location.
- All cost of utilities (water, electricity, communications, etc.) associated with the proposal have been excluded from this proposal unless specifically called out in this proposal. ALS assumes any utilities called to be picked up by "the contractor" in the specifications will be picked up and accounted for by the "General Contractor".
- This bid is exclusive to the items listed. No assumptions shall be made on items not included within the wording of this proposal. Please confirm with ALS if items not listed are or are not included within these prices.
- All pricing request must be submitted to an ALS employee via an official COR email. The email must contain exact instructions on what is being request and all corresponding plans affected by the COR. All change orders must be signed and approved before work is to commence. ALS will not begin on verbal notice to proceed.



Professional Landscape Irrigation Contractor
1780 Midway Road • Lewisville, Texas 75056
Phone: 469-521-2200 • Fax: 469-521-2206

Bid Proposal

Date	Bid Proposal #
3/29/2024	0228241A-1

- Due to seasonal fluctuation in grower availability ALS cannot guarantee all plant specification will be met at the time of planting. ALS will advise the architect of any variations in plant sizes and will work with him/her to determine the best course of action. Additional funds/credits may be needed depending on the substitution that occurs.

- All site furnishings will either be billed at 100% on the first pay-app after the submittals are approved or when adequate funds have been paid from other work completed on-site. ALS is not responsible for furniture not received after scheduled completion date due to insufficient payment by general contractor/owner.

- In the event a Geotechnical Report is not provided, ALS assumes no rock will be encountered on-site and has included no rock excavation in our pricing. If rock is encountered in these situations, ALS will require a change order for additional labor required to install landscape and irrigation materials.

Respectfully submitted by _____

Aaron Jaska - Estimating Manager