

Exhibit B



07/01/2024 13:09
24N-069 Ped Bridges (Castle Hills) - Lewisville
*** Kenneth

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1	Mobilization	1.000	LS	18,900.60	18,900.60
2	Bridge #1 - Triangle Park North	32.000	LF	2,201.56	70,449.92
3	Bridge #2 - Traingle Park South	36.000	LF	1,896.54	68,275.44
4	Bridge #3 - Fitness Park	36.000	LF	1,965.06	70,742.16
5	Bridge #4 - Train Park	36.000	LF	1,948.83	70,157.88
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		Bid Total	=====>		\$298,526.00

Project Narrative Approach

RE: Project No.: 24-28-C - Pedestrian Bridges Build and Installation (Castle Hills)

Please note that that our company North Rock Construction has merged with Perfect Finish Landscaping, a leading provider of Landscape Construction and Commercial Maintenance in the DFW and Houston markets.

This strategic move will allow us to serve North Rock and Perfect Finish's clients better while expanding our capabilities, services, and market presence. We assure you that we are committed to maintaining and improving the high-quality service you have grown accustomed to. North Rock's merger with Perfect Finish will give all our clients not only the benefit of North Rock's experience in Civil Construction, but it will also give our customers the expertise of Perfect Finish in the Landscape and Irrigation sector, which is a perfect union. Our organizations are well-aligned, sharing a common passion for client satisfaction and innovation. Also, you will continue to work with the same people in our firm you have had in the past. All our people are being retained in their current roles and the services we have provided to you in the past will continue.

Therefore, with our combined resources, we look forward to offering you extended services and new solutions as we grow. Thank you for your continued support. We look forward to the exciting opportunities this merger brings. Please do not hesitate to reach out with any queries or concerns and we look forward to introducing you to our new partners and associates.

INTRODUCTION

ALCC / North Rock Construction, LLC., is excited for the opportunity to partner with you and your team on the successful development and completion of this project for the enjoyment of the citizens in the surrounding communities. Our mission is to satisfy and serve the community with integrity, quality materials, superior construction, and on-time delivery. We are able to accomplish this mission by offering a Turnkey Solution. ALCC / North Rock has the unique ability to provide complete project services that include not only design and construction but also quality-control due to many successful projects similar to this project. Our experienced and dedicated team will collaborate closely with you and our subcontractors to provide the city and its residents with a world-class project that all will be proud of.

The largest challenge we anticipate solving for this project is the coordination of subcontractors and vendors to meet the project schedule. Our Project Team has decades of experience and brings deep knowledge of specialized parks and sports complex construction.

ALCC / North Rock adheres to stringent selection criteria for choosing its subcontractors. Our subcontractors are proactively managed by our Project Manager to ensure subcontractors adhere to and perform their scope in concert with all other trades – on time and in budget to the conditions of ALCC / North Rock's prime contract and project specifications. This also helps in maintaining control of the delivery of supplies and services as well as payment procedures. Our site Superintendents also review the subcontractor's scope of work prior to their commencement of work and supervise and inspect the work on the jobsite.

PROJECT TEAM

In the breakdown of the project responsibilities, ALCC / North Rock will be responsible for coordinating with the Architect and the Owner to assist with all phases of the project. Upon selection, we will immediately review plans and specs, participate in meetings to discuss project costs, layouts, and scheduling.

APPROACH TO THE PROJECT

ALCC / North Rock is a team-oriented, results-based company that implements these concepts from project inception to produce the highest quality projects. ALCC / North Rock will incorporate all requirements of the Request for Proposal to produce final project construction documents and drawings consistent with the Architect and the Owner's project scope, budget, and vision. This will include:

- Coordination with the Architect and Owner before and during construction.
- Assurance of compliance with all bond and insurance requirements required by law and/or Owner.
- Coordination and cooperation with local entities, as necessary.
- Incorporate all tasks, conditions, and details, as enumerated in the provided drawings, if any, and Architect and Owner's instructions; and
- Provide the Architect and Owner with a preliminary and a final construction schedule.

CONSTRUCTION PROCESSES

All construction haul routes will be marked and maintained throughout the project duration. Project access will be established, and mobilization operations will begin. Site equipment and materials will be delivered and stockpiled at an agreed-upon lay-down site area.

Testing of soils compaction and concrete breaking strengths will be provided by an independent testing company approved by the Owner.

PROJECT MANAGEMENT

ALCC / North Rock will assign a full time Project Manager to this project to manage all aspects of materials procurement, delivery, schedule compliance, cost control and communication with the Architect and the Owner, designers, suppliers, and subcontractors. The Project Manager will review the project weekly with our Project Team and the Architect, and the Owner's representatives. The Project Managers will also adjust all project resources to ensure compliance with the project schedule, adding resources as necessary to keep the project on schedule. ALCC / North Rock will also provide an experienced full-time on-site Project Superintendent to manage all aspects of the construction.

During construction, ALCC / North Rock will conduct regular construction progress meetings with representatives from the Owner to ensure clear communication regarding construction progress and compliance with the construction design and documentation.



SUBMITTALS

ALCC / North Rock will oversee the production and review of all shop drawings, specifications, materials lists, brochures, and material samples prior to submission to the Owner and the Owner's representatives for the final review/approval process for all construction phases of the projects.

QUALITY CONTROL

ALCC / North Rock has a proven method of project management, safety procedures and quality control which we use on every project and jobsite. We have installed hundreds of projects every year since 2009 and have mastered the management of parks and sports complex construction.

We make it a goal to only hire competent employees who know and understand the specialty construction business and are knowledgeable about their field and job responsibilities. ALCC / North Rock is proud to say that employee turnover is extremely low, which in turn translates to experienced people working on each project.

ALCC / North Rock Construction References

City of Irving

- Gene Moulden
- Planning Manager
- (469) 446-4308 cell
- gmoulden@cityofirving.org

City of Allen

- Matt McComb
- Park Planning, Development & Forestry Manager
- (214) 367-0498 cell
- mmccomb@cityofallen.org

City of Southlake

- Fince Espinoza
- Deputy Director of Community Service – Parks & Recreation
- (214) 790-6232 cell
- FEspinoza@ci.southlake.tx.us

Shelton Development

- Brad Shelton
- President
- (817) 996-2746 cell
- bradshelton@sheltonent.com

North Rock / Perfect Finish Past Bridge Projects

Bridge Amount	Job Name	Manufacture	Municipality
\$ 118,570.00	14N-043 Lone Star/Campion Trail	Pioneer Bridge	Irving
\$ 19,863.00	14N-063 Wylie Municipal Complex Trail Dev	Pioneer Bridge	Wylie
\$ 115,100.40	15N-064 Pedestrian and Bike Improvements	Pioneer Bridge	Burleson
\$ 145,316.00	15N-082 Historic Water Station	Pioneer Bridge	Allen
\$ 91,314.00	16N-041 NW Denton Park Loop Trail IFB6131	Pioneer Bridge	Denton
\$ 43,316.00	16N-061 Richardson City Line East Park Im	Pioneer Bridge	Richarsdon
\$ 33,052.80	17N-008 Comegys Creek Hike & Bike Trail	Pioneer Bridge	McKinney
\$ 116,316.00	17N-033 Watters Branch Trail Connection 1	Pioneer Bridge	Allen
\$ 138,316.00	17N-043 Allen Senior Rec Center Bridge	Pioneer Bridge	Allen
\$ 57,948.00	18N-053 Mill Valley Park	Pioneer Bridge	Jabez Development
\$ 53,316.00	18N-078 Carr Park Pedestrian Bridges	Pioneer Bridge	Eules
\$ 40,998.00	19N-135 Martin Weiss Loop Trail	Pioneer Bridge	Dallas
\$ 257,316.00	20N-056 MGR Bikeway Duck Crk Trl Connect	Pioneer Bridge	Garland
\$ 73,450.20	20N-098 Ridgeview Trail	Pioneer Bridge	Allen
\$ 103,316.00	20N-099 Prestwyck Park	Pioneer Bridge	McKinney
\$ 722,160.00	21N-014 Trinity Forest Spine Trail Ph 1	Pioneer Bridge	Dallas
\$ 255,492.20	21N-041 White Rock Lake Trail	Pioneer Bridge	Dallas
\$ 200,276.00	21N-014 Trinity Forest Spine Trail Ph 1	Contech	Dallas
\$ 106,650.00	24N-034 Leslie Park	Wagner	Aubrey

2,692,086.60
19.00



WAGNERS CFT, LLC

ADDRESS:
19077 S US HWY 377
Cresson, Texas
76035

WEBSITE:
www.wagnerscft.com



COMPOSITE FIBER TECHNOLOGIES

Thursday, 20 June 2024

Addressed To:

North Rock Construction
Kenneth Williamson

2024-029 Wagners CFT proposal for design and supply of materials for the City of Lewisville Parks Bridges.

Wagners Composite Fiber Technologies is pleased to present the following proposal for the design, certification, and supply of assembled (Qty. 2) 8' Wide x 35' Long & (Qty. 1) 8' Wide x 31.5' (Qty.1) 8' Wide x 30' Long Girder Bridges for the City of Lewisville, TX.

Price Summary:

(4) 8' wide x 29' - 35' long girder bridges

- 5"x 25"x 35' Girders
- 5"x5" Diaphragms

- All associated hardware in 304 Stainless-steel
- 1 11/16" thick Cover-top decking
- Handrail with balustrade detail
- Delivery to Lewisville, TX, in Kit form
- **No abutment design allowed for**

This Estimate Includes:

- Design, Supply, and placement of four WCFT girder bridges
- 7 Year Structural Warranty on WCFT Members
- Design and Certification by Texas Professional Engineer

- This estimate includes design certification and supply of WCFT Girder bridges

Lead Time:

- Delivery is typically 12-14 weeks from receipt of approved drawings.
- Lead Times depend on Wagners current workload at the time of order and must be confirmed.

This Quote Specifically Excludes:

- Sales Tax
- Detailed Design or Certification of Bridge Abutments
- Concrete Abutments
- Geotechnical Reporting and Investigation
- Site Survey, Setout or Associated Costs
- Hydraulic or Flood Load Considerations, Testing or Associated Costs
- Any Tree Trimming, Cutting and Disposal
- Retaining / Revetment Walls, Rock Armouring and Rip Rapping
- Tactile Indicators, Signage or Line Marking
- Any Electrical or Lighting Infrastructure
- Any Bollards or Traffic Restriction Measures
- Concrete Approach Paths
- Environmental Impact Studies
- Removal or Demolition of Existing Structure
- Anything Else Not Specifically Mentioned in “Inclusions” Above

WAGNERS STANDARD TERMS & CONDITIONS:

Placement of Orders

All orders can be sent to Anthony.Mauro@wagnerscft.com with a copy to the relevant estimator and sales representative.

Payment Terms:

Prior to any orders being placed a credit application will have to be completed and reviewed. Payment terms are net 30 days from date of invoice. Wagner CFT reserves the right to revoke or modify any credit at its sole discretion.

If no credit account is in place with Wagners, full payment will be required with placement of order.

Progress Payments:

This quote is based on the following payment schedule:

- At award of contract - 20% of Project sum.
- Design completion – 20% of the contract sum or the full design amount specifically listed in the quote.
- Delivery – balance due as negotiated. Title in the goods will not pass to you until full payment is received.

Delivery of WCFT Members

Expected delivery of Composite Fiber Material is normally 12 weeks from date of confirmation of design details if you already have credit terms with Wagner CFT. Decking can take up to 16 weeks dependant on the type chosen.



Once the Composite Fiber Material has been delivered, you will have 7 days to inspect and accept the goods. If you do not give written notice by the end of this 7-day period that the goods supplied have not been manufactured in accordance with the Brief and Design documentation (or otherwise as agreed in the Contract), including details of why the goods are not accepted, then you will be forever barred from making any claim against Wagners CFT arising out of the manufacture and supply of the goods (insofar as is permitted by law) and Wagners CFT will not be liable for any claim made by you.

Validity:

If this Tender is not accepted in writing within 30 days from the date of tender, the prices quoted may be subject to revision unless otherwise specified.

Contract Conditions:

Where applicable, this offer assumes that mutual agreement will be reached, particularly with regard to contract terms & conditions, payment conditions and, if necessary, proposed working hours.

Final Design:

This quote is based on initial tender drawings. If there are significant changes required in the final design this will constitute a variation.

Thank you for your inquiry. We look forward to hearing back from you on our proposal. Please do not hesitate to contact me if you require further assistance.

Respectfully,

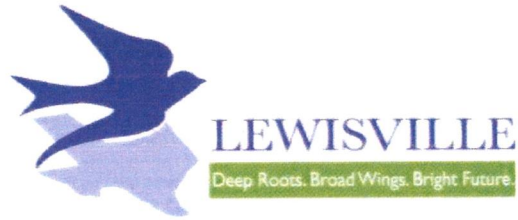
Denver Smith | Composite Fiber Technologies



19077 S US Hwy 377 | Cresson, Texas

Ph: 817-422-4910

Web: www.wagnerscft.com | Email: Denver.Smith@wagnerscft.com



REQUEST FOR PROPOSALS

RFP # 24-28-C

PEDESTRIAN BRIDGES BUILD AND INSTALLATION (CASTLE HILLS)

Proposals due by Monday, July 1, 2024

Issued on June 8, 2024

PROPOSER'S ACCEPTANCE OF EVALUATION METHODOLOGY

WAIVER OF CLAIMS: EACH PROPOSER BY SUBMISSION OF A RESPONSE TO THIS REQUEST FOR PROPOSALS ("RFP") WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE OWNER, ITS EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF OWNER'S GOVERNING BODY, CONNECTED WITH OR ARISING OUT OF THIS RFP, INCLUDING THE ADMINISTRATION OF THE RFP AND THE RFP EVALUATION. SUBMISSION OF A PROPOSAL INDICATES PROPOSER'S ACCEPTANCE OF THE EVALUATION TECHNIQUE AND PROPOSER'S RECOGNITION THAT SOME SUBJECTIVE JUDGMENTS MUST BE MADE BY THE OWNER DURING THE EVALUATION OF PROPOSALS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH PROPOSER ACKNOWLEDGES THAT THE BASIS OF SELECTION AND THE EVALUATIONS SHALL BE MADE PUBLIC AFTER THE CONTRACT IS AWARDED AND WAIVES ANY CLAIM IT HAS OR MAY HAVE AGAINST THE ABOVE-NAMED PERSONS, DUE TO INFORMATION CONTAINED IN SUCH EVALUATIONS.

Firm Name: ALCC, LLC dba Perfect Finish Landscaping **Date:** 7/1/2024

Authorized Signature: 

Printed Name: Kenneth Williamson

SIGNATURE PAGE

TYPE OR PRINT:

ALCC, LLC dba Perfect Finish Landscaping

FIRM NAME
TITLE

5501 Fishtrap Road, Suite 331

STREET ADDRESS and/or P.O. BOX NO.

Denton, TX 76208

CITY/STATE/ZIP CODE

32-0617026

FIRM'S TAX IDENTIFICATION NUMBER

Kenneth Williamson

AUTHORIZED REPRESENTATIVE &

(469) 526-4013


A/C PHONE NUMBER

()

A/C FAX NUMBER

kenneth@perfectfinishlandscaping.com

E-MAIL ADDRESS

	<u>7/1/2021</u>
SIGNATURE	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.

**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 <http://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. Seller: (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. Seller: (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 Buyer 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.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/a

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

n/a

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 

Signature of vendor doing business with the governmental entity

7/1/2024

Date

**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.

ALCC, LLC dba Perfect Finish Landscaping
Contractor Name


Authorized Signature

7/1/2024
Date

**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? Denton, 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:	ALCC, LLC dba Perfect Finish Landscaping		
Address:	5501 Fishtrap Road, Suite 331		
City, State, Zip:	Denton, TX 76208		
Phone:	888-645-4333		
Email:	kenneth@perfectfinishlandscaping.com		
Bidder (Print Name):	Kenneth Williamson		
Bidder Signature:			
Job Title:	CBDO		
Signature of company official authorizing this bid:			
Company Official (Print name):	Kenneth Williamson		
Job Title:	CBDO		

EXHIBIT D

INSURANCE REQUIREMENTS PROJECTS INVOLVING CONSTRUCTION

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 throughout contract limits 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. Use of Contractors and Subcontractors
 - e. Personal Injury
 - f. Broad Form Property Damage
 - g. If applicable, Explosion Collapse and Underground (XCU) Coverage, Fire Damage, and Medical Expenses.

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.
4. Builders' Risk Insurance (as applicable) – Completed value form, insurance carried must equal the completed value of the structure.

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/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.

**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.

**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 Dallas - White Rock Lake Trail _____
Address: 1500 Marilla St, Dallas, TX _____
75201
Contact Name and Title: Mehul Pithidia - Project Manager _____
Contact Phone: 214-670-1806 _____ **Contact Email:** mehul.pithidia@dallascityhall.com
Contract Period: 11/2021- 8/2023 _____ **Contract Amount:** 2,423,330.90 _____

REFERENCE TWO:

Government/Company Name: City of Dallas - Trinity Forest Spine Trail _____
Address: 1500 Marilla St, Dallas, TX _____
75201
Contact Name and Title: John Reynolds -Project Manager _____
Contact Phone: _____ **Contact Email:** john.reynolds@dallascityhall.com
Contract Period: 9/2021-3/2024 _____ **Contract Amount:** 5,735,687.08 _____

REFERENCE THREE:

Government/Company Name: City of Allen - Ridgeview Trail _____
Address: 305 Century Pkwy, Allen, TX _____
75012
Contact Name and Title: Matt McComb - Parks Planning, Development & Forestry Manager _____
Contact Phone: 214-367-0498 _____ **Contact Email:** mmccomb@cityofallen.or _____
Contract Period: 12/2020 - 2/2022 _____ **Contract Amount:** \$1,149,807.67 _____



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			
Reduce toxicity, including emissions			
Reduce waste			
Contain recyclable materials			
Reduce water consumption			
List other environmental impacts			

Attach supporting documentation if needed

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 Blake Martino Title CEO
Email Address blake@perfectfinishlandscaping.com Telephone No. 469-526-4013
Mailing Address 5501 Fishtrap Road, Suite 331 City Denton State TX Zip 76208

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

Name Blake Martino Title CEO
Email Address blake@perfectfinishlandscaping.com Telephone No. 469-526-4013
Mailing Address 5501 Fishtrap Road, Suite 331 City Denton State TX Zip 76208

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

Name Blake Martino Title CEO
Email Address blake@perfectfinishlandscaping.com Telephone No. 469-526-4013
*Physical Business Address 5501 Fishtrap Road, Suite 331 City Denton State TX Zip 76208
**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: _____
 - ii. Physical business address _____
City _____ State _____ Zip _____
- e. **Limited Liability Company**
- i. Legal name of Limited Liability Company: ALCC, LLC dba Perfect Finish Landscaping
 - ii. Physical business address 5501 Fishtrap Road, Suite 331
City Denton State TX Zip 76208
- 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: K. Williamson Date: 7/1/2024

Print Name: Kenneth Williamson Print Title: CBDO



Office of the Secretary of State

November 08, 2019

Attn: Legalzoom.com, Inc.

Legalzoom.com, Inc.
101 N. Brand Blvd, 10th Floor
Glendale, CA 91203 USA

RE: ALCC LLC
File Number: 803465597

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created domestic limited liability company (llc).

Unless exempted, the entity formed is subject to state tax laws, including franchise tax laws. Shortly, the Comptroller of Public Accounts will be contacting the entity at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the entity. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at <https://window.state.tx.us/taxinfo/franchise/index.html>.

The entity formed does not file annual reports with the Secretary of State. Documents will be filed with the Secretary of State if the entity needs to amend one of the provisions in its certificate of formation. It is important for the entity to continuously maintain a registered agent and office in Texas. Failure to maintain an agent or office or file a change to the information in Texas may result in the involuntary termination of the entity.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure



Office of the Secretary of State

CERTIFICATE OF FILING OF

ALCC LLC
File Number: 803465597

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 11/08/2019

Effective: 11/08/2019



A handwritten signature in black ink, appearing to read "Ruth R. Hughes".

Ruth R. Hughes
Secretary of State

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709



**Certificate of Formation
Limited Liability Company**

Filed in the Office of the
Secretary of State of Texas
Filing #: 803465597 11/08/2019
Document #: 926001180002
Image Generated Electronically
for Web Filing

Filing Fee: \$300

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

ALCC LLC

Article 2 - Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Glenn Marcus O'Dell

C. The business address of the registered agent and the registered office address is:

Street Address:

6751 Blackjack Oaks Rd. Aubrey TX 76227

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

A. The limited liability company is to be managed by managers.

OR

B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Managing Member 1: **Blake N. Martino**

Title: **Managing Member**

Address: **6751 Blackjack Oaks Rd. Aubrey TX, USA 76227**

Managing Member 2: **Glenn Marcus O'Dell**

Title: **Managing Member**

Address: **6751 Blackjack Oaks Rd. Aubrey TX, USA 76227**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer are set forth below.

LegalZoom.com, Inc. 101 N. Brand Blvd., 11th Floor, Glendale, CA 91203

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Cheyenne Moseley, Asst. Secretary, LegalZoom.com, Inc.

Signature of Organizer

FILING OFFICE COPY

SITE INSPECTION AFFIDAVIT
RFP #24-28-C
PEDESTRIAN BRIDGES BUILD AND INSTALLATION (CASTLE HILLS)

I, Kenneth Williamson with Perfect Finish, attest that I have
(Print Name) (Company Name)

visited the site(s) affected by this proposal with City personnel and thoroughly understand the nature of this proposal.

Be sure to return this pre-proposal/site inspection affidavit with your entire proposal package.

ELECTRONIC PROPOSALS: Completed forms may be scanned and attached to Bonfire submittal or submitted to Purchasing before the proposal due date and time.

Perfect Finish
Company Name

5501 Fishtrap Road Suite 331
Company Address

Denton TX 76208
City State Zip Code

K. Will CORD 7/1/2024
Authorized Representative (Print) Title Date

Kenneth@perfectfinishlandscaping.com 940-783-0766 N/A
Email Address Phone Fax

[Signature]
Signature

Marcus Gallegos Asst. Director 6/17/24
City Representative (Print) Title Parks + Rec Date

**IMPORTANT NOTICE
STATE OF TEXAS
COMPLAINT PROCEDURES**

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your agent.

3. You may call **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** toll-free telephone number for information or to make a complaint at:

1-800-243-0210

4. You may also write to **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company** at:

**Attn: Bond Claims
One Park Circle
P O Box 5001
Westfield Center, OH 44251-5001
Fax #330-887-0840**

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6. You may write to the Texas Department of Insurance, Consumer Protection Section (MC 111-1A):

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

7. PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent, Westfield Insurance Company, Westfield National Insurance Company, or Ohio Farmers Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8. ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su (title) al (telephone number).

Usted puede llamar al numero de telefono gratis de **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** para informacion o para someter una queja al:

1-800-243-0210

Usted tambien puede escribir a **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company:**

**Attn: Bond Claims
One Park Circle
P O Box 5001
Westfield Center, OH 44251-5001
Fax #330-887-0840**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas, Consumer Protection Section (MC 111-1A):

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente, Westfield Insurance Company, Westfield National Insurance Company, o Ohio Farmers Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**Bid Bond
SURETY DEPARTMENT**

**Conforms with the American Institute of
Architects, A.I.A Documents No. A-310**

KNOW ALL MEN BY THESE PRESENTS,

That we, ALCC, LLC dba Perfect Finish Landscaping as Principal hereinafter called the Principal, and Ohio Farmers Insurance Company a corporation created and existing under the laws of the State of Ohio whose principal office is in Westfield Center, OH as Surety, hereinafter called the Surety, are held and firmly bound unto City of Lewisville as Obligee, hereinafter called the Obligee,

in the sum of Five Percent of the Greatest Amount Bid Dollars (**5% GAB**) for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

Whereas, the Principal has submitted a bid for Pedestrian Bridges Build and Installation

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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

Signed and sealed this 1st day of July, 2024

ALCC, LLC dba Perfect Finish Landscaping

(Principal)

By K. Well (SEAL)

Ohio Farmers Insurance Company

(Surety)

By Jay Jordan (SEAL)
Jay Jordan, Attorney-in-fact



THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 05/25/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4220012 14

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint TONY FIERRO, JOHNNY MOSS, JAY JORDAN, MISTIE BECK, JEREMY BARNETT, JADE PORTER, ROBERT G. KANUTH, JARRETT WILLSON, JACK NOTTINGHAM, BRADY WILSON, BRENNAN WILLIAMSON, JOINTLY OR SEVERALLY

of ROCKWALL and State of TX its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 25th day of MAY A.D., 2022 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Handwritten signature of Gary W. Stumper

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 25th day of MAY A.D., 2022 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



Handwritten signature of David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 1st day of July A.D., 2024.



Handwritten signature of Frank A. Carrino

Frank A. Carrino, Secretary

