

Exhibit A

Rate Schedule for #24-11-P Urban Forestry Management

Item	Description	Quantity	Unit of Measure	Unit Price	Total Cost
1	Project Management and Coordination	100	Hour(s)	\$ 200.00	\$20,000.00
2	Forest Management Plan	50	Hour(s)	\$ 85.00	\$4,250.00
3	Additional Services	1	Hour(s)	\$ -	\$0.00
4	Service Work			\$ -	
	Program Manager	25	Hour(s)	\$ 200.00	\$5,000.00
	Arborist	10	Hour(s)	\$ 85.00	\$850.00
	Forester	10	Hour(s)	\$ 85.00	\$850.00
	Vehicle	25	Hour(s)	\$ 25.00	\$625.00
	Hand Clearing	100	Hour(s)	\$ 125.00	\$12,500.00
	Hydro Axe Cleaning	100	Hour(s)	\$ 420.00	\$42,000.00
	Chemical Treatment	50	Hour(s)	\$ 134.00	\$6,700.00
	Additional Service Work (Other)	1	Hour(s)	\$ -	\$0.00

Total Cost: \$92,775.00

Response to City of Lewisville RFP No. 24-11-P Specifications for Urban Forest Management



LEWISVILLE

Deep Roots. Broad Wings. Bright Future.





13 February 2024

Kristi Byrd, Purchasing Contract Specialist
City of Lewisville Finance Administration – Purchasing Division
151 W. Church Street
Lewisville, Texas 75057

RE: City of Lewisville RFP 24-11-P: Specifications for Urban Forest Management

Dear Ms. Byrd and City of Lewisville:

Integrated Environmental Solutions, LLC (IES) is pleased to provide our response to the City of Lewisville Request for Proposal: Specifications for Urban Forest Management (RFP 24-11-P). IES will self-perform 100 percent of the services and procedures included in the project scope.

The information contained herein is intended to demonstrate our capabilities and experience in providing the services requested by the City of Lewisville (City). In this response, we include a list of references and detail our previous knowledge and experience with similar and related services, including our recent and on-going projects with the City: The Prairie Creek Greenbelt Urban Forestry Management Project, The Community Development Block Grant (CDBG)-funded Urban Park Project, and the current 2022 Central Park Urban Forestry Management Services Project. We also include in this proposal a Service Plan and description of procedures IES will use to operate our proposed Urban Forestry Program, outline the qualifications of our key personnel, and summarize the adequacy and location of our facilities, all in service of supporting the City's vision for forested resources. In what follows, IES shows through our experience that we are capable of providing services on multiple tasks in support of the City of Lewisville's urban forestry management goals and objectives.

IES is unique in that we are a woman-owned Small Business Enterprise (SBE) and Disadvantaged Business Enterprise (DBE) that can provide all the requested services with our local McKinney-based staff, including an International Society of Arboriculture (ISA) – Texas certified Arborist and field technicians with vegetation management and restoration planting experience. Our staff are multi-faceted and have been trained with the ability to complete tasks across a wide variety of environmental skill sets, from the field efforts for delineations and habitat assessments to assessing the potential effects to those resource areas from proposed developments. Our ISA – Texas certified Arborist, IES Executive Vice President **Rudi Reinecke**, will also serve as our Project Manager (PM) to oversee tree removal, tree survey and tree risk health assessment, planting, and overall tree care within the City's park land and greenbelts, implemented over the course of multiple growing seasons.

IES believes that we are best qualified to fulfill the requested services due to our decades-long experience with ecological restoration and urban forestry, recent and direct experience with these services and lands in the City, our highly qualified and experienced staff, and our innovative approaches that keep projects moving, on time and on budget.

Company History

IES was established in January 2003 and specializes in providing natural and cultural resources professional consulting services. We have in-house capabilities for urban forestry management, Clean Water Act (CWA) Section 404 permitting and waters of the United States (WOUS) delineation, streambank erosion analysis and control, protected species habitat evaluations, vegetation mapping, and National Environmental Policy Act (NEPA) analyses and documentation, as well as archeological, architectural, and heritage-based consulting services.

IES is a certified woman-owned small business (WOSB) through the Small Business Administration (SBA) that holds certifications through the North Central Texas Regional Certification Agency (NCTRCA) as an SBE, DBE, and Women's Business Enterprise (WBE), and from the Women's Business Council – Southwest as a WBE and SBE. IES is also certified by the Texas comptroller as a Historically Underutilized Business (HUB).

Our principal office, located in McKinney, Texas, joins satellite offices in Waco, Texas, and Denton, Texas. Currently, IES has 33 full-time employees with the ability to increase our field crews or technical expertise rapidly with fully qualified staff as project needs arise through various networks of qualified personnel.

Approximately 50 percent of our staff hold advanced degrees, and 25 percent have more than 10 years of experience in their respective fields.

Our natural resources division, comprising 15 full-time staff, possesses a broad mix of research and field survey experience. Staff specialties include invasive species control, protected species survey and habitat assessment, forestry, NEPA documentation, WOUS delineations, rangeland ecology, natural resources and environmental science, wildlife and fisheries, and public policy. IES also employs a certified Arborist with qualifications in Tree Risk Health Assessment and Oak Wilt Identification and Treatment. As part of our urban forestry services, IES natural resources staff have conducted numerous tree inventories and health assessments as well as Migratory Bird Treaty Act (MBTA) nest surveys in wooded and grassland cover, and regularly complete delineations and habitat assessments each month, having completed over 900 water-related projects over the past 4 years. With this range of expertise, IES can self-perform numerous task orders simultaneously and respond quickly to changing client needs and timelines.

Capacity

IES has a proven 20-year track record of providing the highest quality deliverables to clients on time and on budget. Our client list ranges from rural communities seeking assistance with federally funded infrastructure projects, large natural gas companies under multi-year agreements, municipal development projects, state and federal land management agencies, engineering firms contracted by state and federal agencies, and construction contractors. IES has worked directly for and coordinated with many state and federal agencies, including:



IES Headquarters in McKinney, Texas, Located Approximately 25 Miles from Lewisville City Hall



- U.S. Army Corp of Engineers (USACE) Fort Worth (SWF) and Galveston (SWG) Districts
- Texas Parks and Wildlife (TPWD)
- Dallas-Fort Worth International Airport (DFW)
- Texas Department of Transportation (TxDOT)
- Oklahoma Department of Transportation (ODOT)
- North Texas Municipal Water District (NTMWD)
- Brazos River Authority (BRA)
- Upper Trinity Regional Water District (UTRWD)
- U.S. Department of Agriculture (USDA) Farm Service Agency (FSA)
- Texas General Land Office (GLO)
- Federal Emergency Management Agency (FEMA)
- Department of Housing and Urban Development (HUD)
- Texas Water Development Board (TWDB)
- Federal Energy Regulatory Commission (FERC)
- U.S. Customs and Border Protection (CBP)
- U.S. Environmental Protection Agency (EPA)
- U.S. Army Reserve (USAR) 63rd Regional Support Command (RSC)
- U.S. Air Force
- Federal Aviation Administration (FAA) – Southwest Region.

IES has over 450 federal, state, and private industry clients, many of which have had specifications that require IES to tailor our fieldwork, reporting, and approach to meet the project goals. To complete this range of agency coordination, IES has led high-level meetings with project stakeholders to discuss natural and cultural resources regulations and their implications for the project to develop strategies around significant resources that maintain project timelines.

Performance Data

Our project load comprises multiple small- to medium-sized contracts usually lasting 4 to 8 weeks from notice-to-proceed (NTP) to final deliverable. Our longer-term projects generally span 6 months to 1 year, and work is typically performed during shorter multi-week sessions to meet project milestones. **Table 1** provides a brief snapshot of our existing capabilities as seen through the number of projects that IES performs in any given year over the past 6 years with our existing in-house staff at that time. On average, IES staff complete 489 projects a year, at a rate of 41 projects per month. From this profile, IES indicates

Project Type	New Projects by Year					
	2018	2019	2020	2021	2022	2023
Waters of the United States Delineation	136	141	169	192	224	240
Section 404 Nationwide Permits	28	32	38	42	28	39
Section 404 Individual Permits	11	2	7	8	5	1
Protected Species Habitat and Natural Resources Assessment and Management Plans	35	15	33	38	18	114
NEPA Documentation	12	10	13	19	12	14
Phase I ESA, Hazardous Materials	6	21	26	36	52	59
Cultural Resource Assessment	48	110	116	142	122	130
Routing Analysis & Consultation	29	5		6	0	0
Tree Surveys & Tree Health Assessments	31	37	54	58	72	68
Land Management					7	12
Total Projects in Process	336	373	456	541	551	677

Table 1: IES Projects by Type, 2018 through 2023

that we can self-perform numerous task orders simultaneously. IES has the staff and capabilities to provide large-scale tree surveys, tree risk health assessments, and to provide unique metrics to determine the ecological benefits associated with forested cover. We have continued to increase our annual number of tree surveys and Tree Risk Health Assessments within the Metroplex, understanding many of the intricacies of each municipality’s tree ordinances, tree survey requirements, and tree removal permits.

As an indicator of the range and depth of our experience in North Central Texas, **Figure 1** illustrates the geographical location of projects that the IES Natural Resources division has completed.

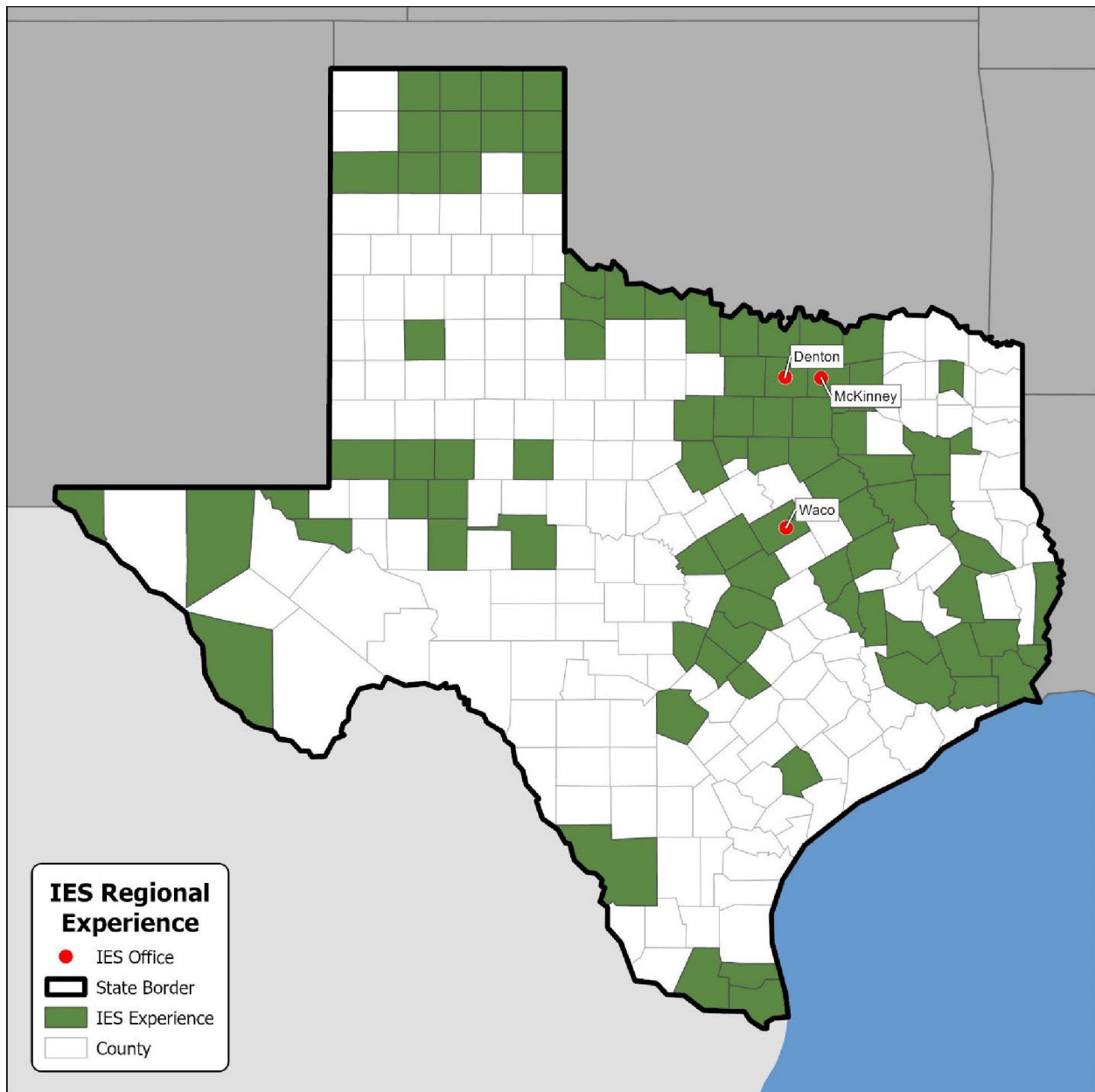


Figure 1: Geographical Range of IES Natural Resources Experience in Texas



This proposal includes cost data that shall not be disclosed outside the City of Lewisville and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this response. If, however, a contract is awarded to this offer or as a result of, or in connection with, the submission of these data, the City of Lewisville shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the City of Lewisville’s right to use the information contained in this proposal if it is obtained from another source without restriction. The data subject to this restriction are contained in all pages of this document in relation to confidential business strategy, client references, project descriptions, and costing/pricing data.

Legal Issues, Claims, and Reorganizations

There are currently no outstanding legal issues or claims made against IES for any services provided by the company or from any actions of the company officers or staff. In the last 5 years, there have been no legal issues or claims made against IES for any services provided by the company or from any actions of the company officers or staff. Additionally, there have been no bankruptcies or corporate reorganizations that have occurred within the last five years.

Conflict of Interest

IES affirms that no member of the City Council, no official, or employee of the City of Lewisville, and no member of any commission, committee, board, or corporation controlled or appointed by the City of Lewisville has already received, in connection with or related in any way to this contract, or has been promised, in the event this contract is awarded to IES, any commission, finder’s fee, or other thing of value. Additionally, IES has no knowledge of any member of the City Council or any official or employee of the City of Lewisville known personally or through a spouse or family member that would or may be financially affected, whether affirmatively or negatively, if this contract were awarded to IES.

IES fully agrees with the terms, conditions, and provisions included in the solicitation. Further, IES will provide the specified disciplines, equipment, and other items or services at the rates presented in the price proposal.

The following persons are authorized to negotiate with the City on IES’s behalf regarding this solicitation. IES Officers can be reached at the email addresses and telephone number listed below.

- Rae Lynn Schneider, PMP, President (rschneider@intenvsol.com)
- Rudi Reinecke, Executive Vice President (rreinecke@intenvsol.com)

We are pleased to provide you with this information and look forward to your response. If you would like any additional information, please contact me or Rudi Reinecke at (972) 562-7672 or via email (rschneider@intenvsol.com) or Rudi Reinecke (rreinecke@intenvsol.com).

Sincerely,

Rae Lynn Schneider, PMP
President
Integrated Environmental Solutions, LLC

Service Plan & Procedures



Hummingbird Moth in Flight

Our focus at IES is complete client satisfaction with our deliverables and the on-going advice, guidance, and counsel that we can provide as experts in our professional fields. Our services do not end with our deliverables, but rather we continue providing the necessary services for our customers to reach their development goals and construction deadlines through on-going phone support, meeting support, and coordination with federal and state agencies and local municipal departments that may have questions about the deliverables that we provided. IES staff serve as sounding boards for future projects or site acquisitions by many of our existing clients prior to

completing any new environmental consulting services for those clients. IES does not strive for fancy recognition or shiny plaques from self-nominated awards; instead, we seek to ensure that our clients are satisfied and continue to find value in our deliverables and consulting services. Our highest achievements are when our customers provide references, recommendations, and referrals for our services. IES prides itself on our repeat business with our existing clients and their valuable referrals for our services. IES has clients that we have worked with for over 20 years, completing more than 100 distinct projects for numerous clients.

IES's overarching goal is to make our clients' day-to-day responsibilities easier by providing a high-quality product that fully meets the needs and continuing on-going support to address any questions or concerns that may arise associated with our fields of expertise. IES staff are in constant contact with regulatory agents and feel completely comfortable reaching out to federal agencies for clarifications or interpretations of existing rules, in-house guidance, and in-house procedures for that agency. This communication allows us to provide superior guidance to our customers in relation to the regulations that govern certain environmental components. IES stresses that the best use of our services is in the planning phases of a project where we can provide services to assist the project engineers and architects in scenarios or minor modifications that will avoid or minimize impacts, thereby reducing the regulatory burden, compensatory mitigation costs, and the potential for delays or cost overruns. However, IES has provided innovative solutions even in the late stages of development when construction was less than 1 to 3 months out from the letting process. IES staff have been able to provide solutions using minor modifications to plans or creating logical phasing approaches that can provide additional timing for completing necessary environmental clearance or permitting.

Project Management and Coordination

IES has a corporate culture of providing superior quality services so that our clients continue to use us for their project needs. In fact, most of our clientele have been referrals from existing or past clients. Our staff will do everything within our power to provide what our clients need within their specified timeframe. We have a reputation for being able to successfully complete complex projects even under the tightest timeframes.

IES principals Rudi Reinecke and Rae Lynn Schneider have been providing these services for more than 20 years each for a vast array of federal, state, local, and private clients. We have learned over that period that no project, no matter how well planned prior to execution, ever goes quite according to plan. Many



projects within the realm of environmental planning are at the whim of the weather, affected by changes in regulatory environments, swayed by outside stakeholders and coordinating agencies, or encumbered by budgetary constraints, which can limit the scope of the action from the “Cadillac” approach to the “Pinto” approach. We have seen all these scenarios and more; what we have learned is to be highly adaptable to a constantly changing environment, to be flexible to the immediate and longer-term needs of our clients, and to keep an open mind and cool presence when coordinating with regulatory agents, interested stakeholders, and opposing viewpoints.

For these reasons, project management will begin with open and clear lines of communication with the City, project stakeholders, and other persons or parties deemed necessary by the City. IES will schedule a project kick-off meeting (KOM) to review objectives, scope, schedule, milestones, and deliverables. If required, IES can coordinate this meeting within no more than 5 days from NTP. Materials pertinent to the KOM will be provided to participants prior to the meeting and minutes of the meeting will be recorded and disseminated following the KOM. The proposed schedule will include estimates for the initiation and completion of project-related tasks, submittals, agency review, and future updates.

Our proposed PM for this solicitation, IES Executive Vice President and ISA-certified Arborist **Rudi Reinecke**, has over 25 years of experience in environmental projects, surveys, and baseline studies. He has extensive experience in the natural resources field through employment at Texas Agriculture Experiment Station, USDA Forest Service (USDA-FS), TxDOT, Geo-Marine, Inc. (GMI), and IES. The majority of his experience includes plant ecology, specifically plant taxonomy, vegetation sampling, vegetation community characterization, wetland delineation, and wetland mitigation. He also has experience with the NEPA process as an interdisciplinary team member and PM.

While working at GMI, Rudi’s Department of Defense (DoD) experience was extensive. He managed three full Land Condition Trend Analyses in South Carolina and Florida. Rudi either managed or was a team member for eight Integrated Natural Resources Management Plan (INRMPs) located from Maine to Puerto Rico to Colorado. Rudi also was a team member for U.S. border improvement projects; his involvement was assisting the NEPA components along the Texas, Arizona, and California borders with Mexico. Similarly, Rudi was a team member completing the biological inventories for water rights permits/reallocation/redistribution of water from Elephant Butte Reservoir in New Mexico.

Rudi has managed and conducted numerous surveys on the Texas Army National Guard (TXARNG) major land holdings – Camps Maxey, Mabry, Swift, and Bowie and Fort Wolters. These land holdings exceeding 30,000 acres were surveyed to update the wetland delineation, identify, and mapped all invasive species, and assessed for watershed health and ecosystem integrity for INRMP projects, including erosion hazards. Rudi managed the fauna and flora surveys on over 20,000 acres for the proposed South Texas Training Center (STTC). Additionally, Rudi is providing program oversight over the Ecological Restoration/Land Management Division at IES. This group has provided professional services to develop prescriptions to implement habitat mitigation.

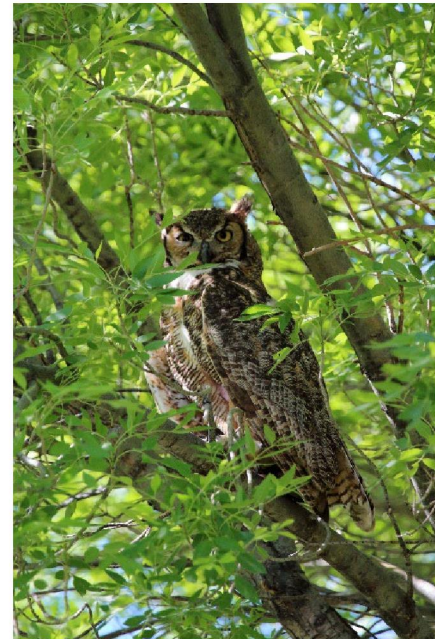
Rudi has an excellent reputation and working relationship with regulatory agents at the USACE, the Texas Commission on Environmental Quality (TCEQ), TPWD, and U.S. Fish and Wildlife Service (USFWS). These working relationships ensure our clients that if there are any project related questions or “gray” areas, Rudi will contact the appropriate regulatory agent to discuss different approaches and to receive feedback on proposed project plans. Under the current constantly changing regulations, Rudi maintains an open dialogue to bounce hypothetical scenarios off the regulatory agents to further refine how IES staff conducts assessments and the implications for permitting. Rudi is diligent in reviewing all changes and proposed changes to regulatory guidance to ensure that he is providing the most up-to-date and valid recommendations and guidance on these processes for our clients.

Once the project needs and scope have been determined, IES will conduct a thorough initial project area background and literature review that will serve as the foundation for the project’s work activity plan. This data will also help to inform the inventory assessment site visit and work session meeting to ensure the strength of realizing the city’s vision for its forest resources.

Quality Assurance/Quality Control

IES President and NEPA Documentation Specialist **Rae Lynn Schneider, PMP**, will manage the Quality Assurance/Quality Control (QA/QC) process for this solicitation. IES’s QA/QC objectives are to ensure that all information and data are technically sound, statistically valid, and properly documented. IES provides continual QA/QC across all projects through on-going technical reviews as products are created. Technical reviews are provided by peers within the technical expertise to identify any deficiencies in logic, methodologies, or processes, as each step of a project progresses. Once a deliverable is to an internal draft stage and has completed technical review, the deliverable is provided to the document editor for review, editing, and comment. Any reviews and comments are provided back to the document author to be addressed. Once addressed, the document is re-submitted for additional editing. After editing the document is provided to the QA/QC Manager and PM for review. No document will be submitted to the City without this multi-step document review procedure.

In the field, QA/QC is also applied to data collection methodologies, data collection, and data review. Data collection methodologies are reviewed prior to field effort to ensure that contingencies are in place, should the site not be amenable to those collection methods. In the field, data collection is taken in two forms, from GPS and ArcPad applications, and hard copy notations on field maps, which provides additional support to data processing back in the office. Field teams always consist of at least two team members to ensure safety and to collect data redundantly without increasing the schedule. Both team members have full working knowledge of all equipment to be used, so that either team member can efficiently utilize the equipment to the best of its technological ability.



Great-horned Owl Observed at IES Project Site

It is IES’s policy to assure that all protocol requirements are met, all standard operating procedures are followed, and all data meet or exceed contract requirements in terms of accuracy, completeness, response to the Scope of Work (SOW), and comparability. IES’s QA/QC program involves procedures that apply two main principles:

- QA – Implement sound management and technical procedures, which ensure the delivery of services that consistently meet or exceed the City’s performance standards; and
- QC – Establish a deliverable review system, which defines the methodology necessary to ensure delivery of services that meet the City’s performance standards.

Meeting the QA/QC requirements and including appropriate project oversight ensures that delivery schedules are met. The involvement of senior review staff at each stage of a deliverable distributes the responsibility for the timeliness and quality of a product to multiple individuals. The team responsibility approach requires that all team members remain involved and fully aware of the project needs and

requirements. All IES PMs develop project schedules to identify the critical path of the project from NTP to project close-out. IES utilizes both in-house and cloud-based components to ensure that our field staff can access necessary data and schedules away from the office, if required. Project scheduling and planning utilizes SmartSheets to allocate resources based on project needs and schedules company wide. The PM coordinates the schedule development with the project team, and client to obtain acceptance from all parties. The schedule must allow sufficient time for internal QA/QC of all deliverables.

It is mandatory that, before beginning any project, the Corporate QA/QC Officer meets with the PM to discuss and agree upon a QA/QC Plan specifically prepared for the project within 1 day following receipt of the NTP. During the meeting, a mutual understanding of the plan details will be developed, including the forms for recording the QA/QC operations, control activities, testing, administration of the plan for both on-site and off-site operations, and the interrelationship of the QA/QC Manager and personnel performing the work. Notes of the meeting shall be prepared by the QA/QC Manager and signed by the PM. The notes shall become a part of the project file maintained by the PM. There may be occasions when subsequent conferences will be called to reconfirm mutual understanding and/or address deficiencies in the plan that may require corrective action by the QA/QC Manager or staff. In all cases, the parties should strive to be brief and not in any way delay the project; part of the quality of any deliverable is timeliness.

The QA/QC Manager maintains current records of quality control operations, activities, and tests performed, as required by the contract, to include the work of IES personnel, consultants, subcontractors, laboratories, and other project-related personnel. The documentation shall be of the highest quality and shall include factual evidence that the required quality control activities and/or tests have been performed, including, but not limited to:

- IES personnel who work on the project and their areas of responsibility;
- Work performed, giving location, description, and by whom;
- Test and/or control activities performed with results and references to specification and plan requirements. A listing of all deficiencies and corrective actions shall be noted;
- Material received with a corresponding statement as to its acceptability and storage requirements;
- Off-site activities, including actions taken;
- Job safety evaluations, stating what was checked, results, and instructions or corrective actions; and
- A listing of instructions given and received, and conflicts in plans and specifications.

These records will indicate a description of the skills of personnel working on the project, the number of personnel working, and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with contract requirements. QA/QC documentation reports shall be signed and dated by the QA/QC Manager and copies provided to the PM.

Forest Management Plan

As part of project planning and coordination, IES will direct and coordinate activities associated with environmental and planning services, including any necessary coordination. During the project KOM, IES staff, including the PM and Invasive Species Specialist, will meet with City staff on site to walk the project corridor, which will also serve as the first site visit in service of conducting a habitat and stream assessment

overview. For this and subsequent work session meetings, the City will have the opportunity to make recommendations for stakeholders to be included in the Site Visit and work sessions, establish the location and time for work session meetings, issue invitations, and attend work sessions as appropriate. The PM will have prepared and disseminated documentation for the site visit at least 5 days before the meeting for stakeholder review. This meeting will define the vision, allow the City and IES to arrive at a complete understanding of the roles and responsibilities of all project participants, and establish key milestone dates.

IES will then collate information received verbally and in text from discussions with the City. This data will inform IES staff as they develop a concise vision for the City's forested resources from which project goals can be developed and evaluated. IES will make sure to coordinate with all project stakeholders, as the vision will ultimately define the City's intent. IES will arrange work session meetings with City staff as designated by the City and as need arises, making sure everyone is on the same page at each step of the project.

After an inventory assessment and strategic plan are completed, IES will draft a complete Forest Management Plan report to guide the project that will highlight the City's vision, summarize the project areas, outline methodologies, anticipate key concerns, and organize all data into easy-to-review graphics and tabular data sheets.

Inventory Assessment and Report (Concurrent with Site Visit)

IES will assist the City in developing a project-specific urban forestry plan that uses a select combination of established tree preservation ordinances combined with urban forestry and forest management strategies. The initial product will be a multi-tier tree inventory and conservation ordinance that allows for flexible operations beginning from the planning stage to what is often the final stage of tree ordinances with tree removal mitigation calculation.

For example, IES would conduct a stratified age class survey to collect meaningful data in a rapid manner. The smaller size classes of trees and shrubs (i.e., 0-1 inches [in], 1-3 in, and 3-6 in) would consist of simply tallying the numbers by species. IES would then locate all 6-in and larger diameter trees at 4.5 feet (ft) above ground. In this case, locations will be marked with a submeter accurate GPS. IES will record the location, species, nativity, diameter breast height, health, and critical root zone. Each tree will be tagged with a unique identifier for data management. The tree inventory data will be submitted in a brief letter report with tabular and graphic data for each tree, including tree metrics and the location in decimal degrees, and spatial data via ArcGIS shapefiles. The proceeding inventory report will include: tree spatial distribution, species diversity and composition, tree size distribution, unique landscape features, understory conditions, and historic or significant trees located during the inventory.

Because of the size of the project areas included in this solicitation, IES proposes using a scaled assessment, which would ensure high-quality and accurate data while creating time and cost savings. A scale inventory will involve identifying sample plots that constitute approximately 10 percent of the project area size and that represent the species and feature diversity of the larger project area. The sample plot selection would be based largely on review of aerial photographs, both recent Google Earth and historic, to determine tree stands based on species composition and age. With informed sample plot selection, the inventory assessment will yield data representative of the larger project area. To select representative inventory plots, IES will perform a literature review and desktop analysis on the project area. This will be an update to the existing review IES performed as part of its current contract with the City for the same project areas. During this analysis, the resources reviewed may include, but are not limited to, existing natural and cultural resources research, previous survey and site data, historical

documents, maps, and aerial photography. By creating a detailed assessment of a project area through a combination of background/literature research, and often GIS probability modeling, our representative plot selection will keep the project streamlined, both in terms of time and cost.

This upfront planning also reduces the potential for unforeseen conditions in the field that might lengthen project schedules and increase costs. Conducting detailed research is important to IES so that we can appropriately guide and consult the City and avoid the need for more costly surveys that otherwise might have been unnecessary.

Strategic Plan

Upon analyzing the data from the inventory phase, IES will develop the approach for the goals, objectives, and actions, informed by all work session meetings and inventory data, that will lead to the achievement of the City's vision. The approach will address resources, management, and City/community needs, such as:

- Maintaining and supplementing native stands;
- Suppressing or, if more aligned with the City's vision, removing exotic species;
- Striving to preserve the in-stream condition of area;
- Improving City and project stakeholder understanding of the specifics of tree selection, planting, and care for longer-term goals
- Outlining long-term care and maintenance in user-friendly documentation.

IES will then prepare a draft strategic plan that relies on City and stakeholder input that follows best practices and restoration and management guidelines. The draft strategic plan will be submitted to the City for review and input, and within 15 days, IES will revise and submit a final plan for project record.

Restoration and Management Guidelines

To ensure the realization of the City's vision and that all stakeholders remain on the same page throughout the life of the project and beyond, IES will use the site inventory, site analysis, goals and visioning work sessions meetings to produce a clean and comprehensive Restoration and Management Guidelines report. The Guidelines will be prepared as a booklet for easy dissemination, and will focus on invasive plant species, important and sensitive plant species, and recommended timelines for the implementation of potential removal, treatment, and/or other planting measures deemed important to the City's long-term vision. The Guidelines will also provide a recommended monitoring plan for the City to evaluate the effectiveness of the plan.

IES will prepare preliminary draft Restoration and Management Guidelines for review by the City and project stakeholders. Based on staff review and comment, IES will make necessary revisions to ensure client satisfaction and prepare the final Restoration and Management Guidelines. This final copy will be submitted in PDF format as a hard copy, along with digital copies of the Guidelines in MS Word, MS Excel, and PDF formats per identified site.

Streambank Assessment Study and Report

To support the City’s planning and streambank assessment for stabilization of identified urban forests within the City, IES will perform a brief study to determine the erosion problem areas and recommend areas where improvements are required. This

Risk rating categories	Bank Height/ Bankfull Ht	Root Depth/ Bank Height	Root Density (%)	Bank Angle (Degrees)	Surface Protection (%)
Very low	1.0-1.1	1.0-0.9	100-80	0-20	100-80
Low	1.11-1.19	0.89-0.5	79-55	21-60	79-55
Moderate	1.2-1.5	0.49-0.3	54-30	61-80	54-30
High	1.6-2.0	0.29-0.15	29-15	81-90	29-15
Very high	2.1-2.8	0.14-0.05	14-5.0	91-119	14-10
Extreme	<2.8	< 0.05	< 5	>119	< 10

Table 2: Representative BEHI Score Table

service will begin with data collection supplied by the City, which, after review and service design, will include site reconnaissance to collect photos with GPS locations, assess channel roughness, vegetation, structures, channel erosion, and utility exposure. To then perform a Streambank Assessment Analysis, IES will review problem areas, process inventory site visit results (including inventory data, summaries characterizing adjacent drainage systems and outfalls, and descriptions of any inventory erosion problem areas), and conclude with project recommendations, including areas for improvements in future design phases. IES will prepare and compile the Streambank Assessment report with all exhibits and tabular data for City review in hard copy and electronic copy. The report will follow the Bank Erosion Hazard Index (BEHI), a method of assessing the condition of channel banks, and their potential for erosion, as a way to inventory stream bank condition over large areas and prioritize efforts for remedial action. The system is based on assigning point values to stream segments, preferably 100 feet in length and/or 2 to 3 meander lengths, based upon a number of bank metrics including ratio of bank height to bankfull height, ratio of root depth to bank height, root density, surface protection, bank angle, bank materials, and stratification

of bank material. The BEHI score is determined by summing the scores assigned to each of the first five metrics (**Table 2**), then adjusting the total score according to the presence and stratification of bank materials in order to determine an overall score that can be compared across systems (**Table 3**). After review, IES will incorporate revisions into a final recommendations report for project records.

Bank Materials (if banks =)	Score Adjustment
bedrock	Always classify as "Very Low"
Boulders	Always classify as "Low"
Cobble	Subtract 10 points from the BEHI score
Gravel or gravel/sand mix that is mostly gravel	Add 5 points
Gravel/sand mix that is mostly sand	Add 10 points
Sand	Add 10 points
Silt or clay	No adjustment
Stratification	Score Adjustment
No layers	No adjustment
Single layer of erodible material (usually sand)	Add 5 points
Multiple layers of erodible materials	Add 10 points

Table 3: Representative BEHI Overall Score Table

Staffing & Facility

Our team is led by highly qualified professionals with vast experience in working with a wide range of clientele and project locations. IES key personnel includes: Rudi Reinecke as PM and Arborist, Rae Lynn Schneider as QA/QC Manager, and Gabrielle Payne as Invasive Species Specialist.

Points of Contact

Rae Lynn Schneider, Owner of IES, is the authorized negotiator for this solicitation. Rae Lynn works out of our principal office, which is responsible for all billing. Rudi Reinecke, as our proposed PM, is the principal point of contact.



Rae Lynn Schneider, PMP,
President/CEO
301 W. Eldorado Parkway,
Suite 101
McKinney, Texas 75069
(972) 562-7672
rschneider@intenvsol.com



Rudi Reinecke
Executive Vice President/PM
301 W. Eldorado Parkway, Suite
101
McKinney, Texas 75069
(972) 562-7672
rreinecke@intenvsol.com

Adequacy and Location of Facilities

IES leases approximately 10,000 square feet of office space between our three Texas office locations. IES Natural Resources staff are located in our McKinney, Texas office, which is located approximately 25 miles, or a 30-minute drive, from Lewisville City Hall, and is well poised geographically to quickly address project needs. If necessary, we can also reallocate field technicians from our Denton, Texas office to assist our Natural Resources staff. All equipment and chemicals are stored at IES's equipment barn and storage yard located south of Whitewright, Texas.

Key Personnel

Project Manager/Arborist - **Name:** Rudi Reinecke; **Education:** Master of Science - 1996 - Texas A&M University - Rangeland Ecology and Management; Bachelor of Science - 1994 - Texas A&M University - Rangeland Ecology and Management; **Certifications:** Arborist - International Society of Arboriculture (TX-3922A); **Years with IES:** 20.



Rudi, Executive Vice President at IES, brings more than 25 years of experience in environmental projects and surveys, including expertise in urban forestry, wetland and WOUS determination and mitigation, USACE permitting, endangered and threatened species assessment, and tree inventories and health assessment. His specialties include plant ecology, specifically plant taxonomy, as well as vegetation sampling and community characterization. He has participated in more than 1,500 waterway-related and erosion projects in conjunction with governmental regulatory agencies, such as USACE, with which he routinely discusses project scenarios with the appropriate regulatory personnel to discuss different approaches and to receive feedback on proposed project plans. These working relationships ensure our clients have the knowledge of current regulations and agency working guidance to craft project options that can avoid permitting or that would be able to proceed under assumed permits (e.g., Nationwide Permit [NWP] 12 with no notification). Rudi also has experience with the NEPA process as an interdisciplinary team member and project manager. He will be responsible for all project management and coordination, ensuring information presented within deliverables and to the City meets applicable state and federal regulatory requirements and the City's standards.

QA/QC Manager - Name: Rae Lynn Schneider; **Education:** MPP - 2001 - Harvard University - John F. Kennedy School of Government; BS - 1997 - Texas A&M University - Rangeland Ecology and Management; **Registrations:** PMP (1533566), Certified Environmental Inspector (EA-01011), Certified Environmental Manager (EA-01011); **Years with IES:** 20.



Rae Lynn, President of IES, has more than 20 years of experience in NEPA Environmental Assessment (EA), Environmental Impact Statements (EIS), and Categorical Exclusions (CATEX), as well as natural resources planning, recreation demand planning, and economic projects. She has managed NEPA projects for the General Services Administration, U.S. Army, U.S. Air Force, local municipalities, quasi-government agencies, and private developments. For example, she has completed NEPA documentation in support of requirements for the TWDB for both Environmental Information Document (EID) and CATEX-levels for both water and wastewater, USDA Rural Development grants and loans, Naval Weapons Industrial Reserve Plant (NWIRP) McGregor to support municipal Mega Site certification, and joint or concurring agencies such as the FEMA with

GLO/HUD Disaster Assistance programs. She has also successfully assisted our clients with the Section 408 process with the USACE – Fort Worth District on previously federally funded projects through NEPA/environmental compliance submittals and cultural resources adverse effects on Traditional Cultural Properties (TCP). Rae Lynn leverages this deep familiarity with highly technical documentation processes and reports as IES’s QA/QC Manager. Rae Lynn will review all technical data and methodologies, along with all draft and final deliverables. Because of her experience with public involvement through the NEPA process, one of Rae Lynn’s specialties is ensuring that even the most technical reports are accessible to the widest audience possible. She will bring these skillsets her reviews of the Forest Management Plan, Inventory Assessment Plan, Strategic Plan, Restoration and Management Guidelines, and Streambank Assessment Report.

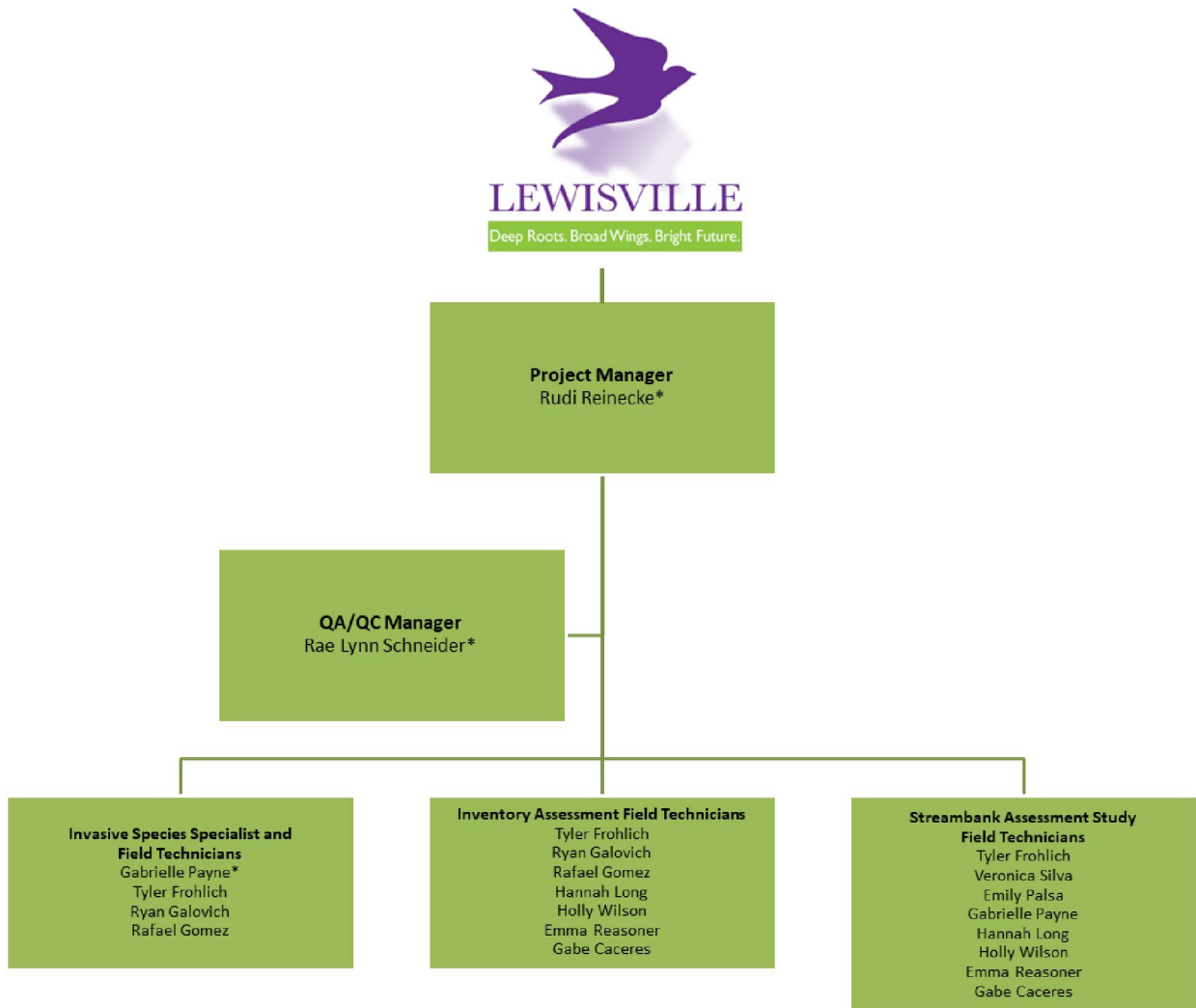
Invasive Species Specialist - Name: Gabrielle Payne; **Education:** BS - 2019 - Texas State University, San Marcos - Wildlife Biology; **Certifications:** Commercial Applicators License for Pesticides/Herbicides; **Years with IES:** 2.



With 4 years of experience in the North Central Texas region, Biologist Gabby specializes in invasive species mitigation and management. Gabby holds a commercial applicators license for pesticides and herbicide for invasive species management, which supports her work in developing urban forestry management plans for local municipalities, such as updates she made to the City of Lewisville Prairie Creek Greenbelt Urban Forestry Management Plan in 2023. She also has extensive experience with WOUS and wetland delineations, in-field species identification and mapping, developing forest management plans and technical reports, and natural restoration within urban greenspaces, which makes her well-suited for this solicitation. Gabby’s software expertise includes

Microsoft Access, R studio, R tools, ArcGIS and GIS tools, and her strengths include public speaking, data interpretation and technical writing, report writing and template development, and mechanical troubleshooting and in-field repairs.

Organizational Chart



References

Reference 1

Company/Entity Name:	City of Lewisville
Contact Name:	Chris Chastain, Environmental Preserve & Greenbelt Manager
Phone Number:	(469) 635-5481

Description of Work: City of Lewisville Urban Forestry Management Projects



Prairie Creek Greenbelt Northern Quadrant

Under contract with the City, IES performed three projects to support the City’s urban forestry vision. The first, the Prairie Creek Greenbelt Urban Forestry Management Project, implemented an urban forestry management plan by tree removal, planting, and overall tree care for the Prairie Creek riparian corridor on City park land and greenbelts over the course of multiple growing seasons. IES identified three quadrants, representing three different conditions with the Prairie Creek Forest that were the focus on the management plan. The second was a cultural resources survey for the Urban Park Project as part of the grant application for the proposed urban park recreational development.

The third project, the Central Park Urban Forestry Management Services Project, was designed with the goal of redeveloping the Timber Creek riparian forest within Central Park as a healthy, multi-age deciduous forest while utilizing effective methods of reducing non-native species. The proposed work focused on Zone 1 within Central Park, which is approximately 5.36 acres. Services included: 1) clearing non-native shrubs and dense small trees and shrubs using mechanical means, 2) hand-treating existing large trees and sensitive landscape areas to ensure against mechanical-related damage, 3) treating regrowth and seedlings (both native and non-native) with approved herbicides multiple times in the growing seasons (including three chemical treatments spaced at least 30 days apart), and 4) monitoring for erosion and non-native plant encroachment.

The key personnel who completed the Prairie Creek Greenbelt and Central Park projects – Rudi Reinecke, Rae Lynn Schneider, and Gabrielle Payne – are the key personnel we propose in this solicitation. They are a strong team and would be thrilled to continue their work with the City.



Reference 2

Company/Entity Name:	Curve Development
Contact Name:	Greg Hellbusch
Phone Number:	(816) 504-7971

Description of Work: Cyrene at Hickory Creek

IES was contracted by Curve Development to conduct a tree inventory assessment, WOUS delineation, Environmental Sensitive Area (ESA) mapping, and the development and coordination of an Alternate ESA for a single-family home for rent development project in the City of Denton, Denton County. Under the project management of Rudi Reinecke, tasks began with a WOUS delineation of 14.4 acres located at the southwest corner of Hickory Creek Road and Barrel Strap Road to assess and determine potentially jurisdictional waters under USACE to ensure compliance with CWA Section 404. An intermittent tributary was identified and delineated within the survey area that would be considered jurisdictional as a relatively permanent water (RPW), thus requiring a USACE permit, which Rudi coordinated.

Concurrently, IES performed a tree inventory and assessment survey on the same project area footprint following Denton County's Tree Survey Standards, which requires, according to Section 2 of the Standards, that all trees greater than 6-in diameter breast height (DBH) be inventoried and assessed. The trees must be located, tagged with a unique identifier, identified, measured to the nearest inch DBH, and assessed for health. The tree survey must also include the critical root zone, which includes a 12-in radius from the trunk for every 1-in DBH. IES digitized these tags and unique identification numbers into data sets, then packaged the datasets in tables with corresponding tabular data sheets for the production of the technical report. During the survey, IES observed 667 trees within the survey area, totaling 7,814.6 diameter ins. Tree species recorded included: American elm (*Ulmus americana*), blackjack oak (*Quercus marilandica*), cedar elm (*Ulmus crassifolia*), common persimmon (*Diospyros virginiana*), eastern cottonwood (*Populus deltoides*), eastern red cedar (*Juniperus virginiana*), gum bumelia (*Sideroxylon lanuginosum*), honey locust (*Gleditsia triacanthos*), Mexican plum (*Prunus mexicana*), pecan (*Carya illinoensis*), post oak (*Quercus stellata*), and sugarberry (*Celtis laevigata*).

Finally, IES also performed an ESA Field Assessment and Alternate ESA Mitigation Plan for the project area per the City of Denton Development Code 2.5.5, which defines ESAs as 1) Developed Floodplains, 2) Undeveloped Floodplains, 3) Riparian Buffers, 4) Water Related Habitat, or 5) Upland Habitat. Site visits assess vegetation communities and summarize all field-verified ESA areas. During the site visit, an intermittent stream was identified within the project site, entering via a culvert under Hickory Creek Road and exiting to the south. A 50-foot Riparian Buffer ESA and Floodplain ESA were identified along the stream. The stream previously extended north of the boundary but was channelized and culverted for the construction of Hickory Creek Road. IES produced the Alternative ESA report for compliance with the City's Standards.

After the project was approved by the City of Denton, IES was contracted to implement the Alternate ESA. This initiated with mechanically and hand clearing Chinese Privet throughout the riparian buffer ESA within the site. This spring and summer, IES will be chemically spraying the Chinese Privet resprouts. Next fall and winter, IES will be planting 277 trees and shrubs to increase the diversity in the riparian buffer.

Knowledge & Experience



Wetland Restoration Area

As representative of IES's in-depth knowledge and experience as it relates to this solicitation, we present the following project descriptions. Over the last two decades, IES has been assisting our clients with their native Blackland and Grand Prairie restoration activities in North Central Texas, especially those that have been created as compensatory mitigation for impacts to WOUS under CWA Section 404. IES has completed an urban forestry 10-year management plan for the City, as well as restoration activities consisting of native herbaceous rangeland restoration, wetland construction and vegetation, and prairie riparian corridor creations and enhancements. IES staff have worked closely with our clients and our clients'

representatives, such as engineers, landscape architects, and construction site managers, to ensure smooth and timely implementation of these restoration projects, while considering expected delays to due site conditions, weather, and other on-site events. IES staff have completed multiple restoration project activities throughout the Dallas Fort Worth Metroplex over the same period of time, redistributing resources efficiently to meet site specific needs and activities, which allowed for the completion of all activities at all sites prior to the closing of the ideal planting windows for north Texas.

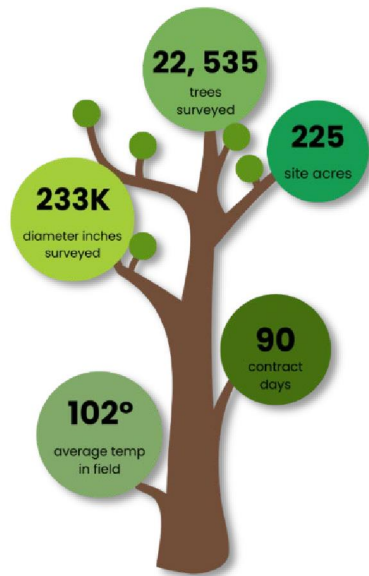
Prairie Creek Greenbelt Urban Forestry Management Project | City of Lewisville, Denton County, Texas | Period of Performance (POP): March 2018 - Current | Client: City of Lewisville | POC: Christopher Chastain, (469) 635-5481 | Original Budget: \$25,905.00.

Under contract with the City, IES performed services in support of the production of an urban forestry management plan to support the City's vision for managing forest resources. IES implemented an urban forestry management plan by tree removal, planting, and overall tree care for the Prairie Creek riparian corridor on City park land and greenbelts over the course of multiple growing seasons. IES identified three quadrants, representing three different conditions with the Prairie Creek Forest that were the focus in the management plan.

Central Park Urban Forestry Management Services Project | City of Lewisville, Denton County, Texas | POP: January 2023 – September 2023 | Client: City of Lewisville | POC: Christopher Chastain, (469) 635-5481 | Original Budget: \$48,560.00.

The Central Park Urban Forestry Management Services Project was designed with the goal of redeveloping the Timber Creek riparian forest within Central Park as a healthy, multi-age deciduous forest while utilizing effective methods of reducing non-native species. The proposed work focused on Zone 1 within Central Park, which is approximately 5.36 acres. IES staff performed clearing of non-native shrubs and dense small trees and shrubs using mechanical means, hand-treated existing large trees and sensitive landscape areas to ensure against mechanical-related damage and treated regrowth and seedlings (both native and non-native) with approved herbicides multiple times in the growing seasons (including three chemical treatments spaced at least 30 days apart), and monitoring for erosion and non-native plant encroachment.

Bear Creek Tree Survey | Dallas and Tarrant Counties | POP: 2022 | Client: Dallas–Fort Worth International Airport | POC: Madison Peppers, (972) 973-5585 | Original Budget: \$119,286.00.



Bear Creek at a Glance

IES, working as a subconsultant to Ensafe under DFW Contract No. 8500362, completed the 225-acre Bear Creek Tree Survey Project located in the DFW southwestern quadrant at a site forested with cedar elm (*Ulmus crassifolia*), sugarberry (*Celtis leavigata*), post oak (*Quercus stellata*), green ash (*Fraxinus pennsylvanica*), and pecan (*Carya illinoensis*). Surveys began in July 2022 and continued through mid-September of that year during record-setting high temperatures and with dense vegetation, treacherous terrain, and wildlife, making safety a priority. Our biologists remained diligent while in the field and worked in pairs to minimize the risk of these hazards. To meet the contracted schedule, up to six field crews surveyed the project area each day. No safety incidents occurred as a result. After field work was completed each day, data was uploaded and analyzed to ensure quality. Progress maps were updated daily, allowing field crews to strategize for the following field day, thus maximizing daily ground coverage.

Once field work was concluded, IES staff compiled relevant tree data and coordinates into an Excel spreadsheet, and they used the graphic information system application ArcGIS to produce a map of tree locations within the survey area. Staff identified 22,535 trees, totaling more than 233,000 in diameter inches, on the Bear Creek site. IES staff then produced and delivered a report that included a summary of the data, an excel spread sheet with individual tree specifications, an aerial map with tree locations and tag numbers, and a CAD for project engineers. The figures and data aided DFW in adhering to their tree preservation goals. An accurate map and associated CAD data also allowed DFW to develop their plans in a manner that reduced environmental impact and incorporated tree replacement.

IES is known for delivering all project components to clients on time and budget, and this project followed suit. To meet the 90-day contracted schedule, from initial project design to final delivery of technical report, Rudi designed the survey into subdivided, manageable sections to scaffold staff time in the field and to preserve accuracy on the large-scale site. IES created spatial maps of 2-acre blocks to ensure that each team of staff could visualize and meet the daily survey goal. Dividing the project spatially also allowed for management to assign teams and stay on schedule through weather delays.

Lebow Channel Improvements Project | City of Fort Worth, Tarrant County, Texas | POP: 2010 – 2025 | Client: City of Fort Worth | POC: Michael Wellbaum, PE, Project Manager, Transportation and Public Works, (512) 474-1474 | Original Budget: \$25,000.00.

The Lebow Channel Improvement Project in Fort Worth centered on removing and replacing an urban stream channel with a more natural channel and floodplain, thereby reducing the road saturation, property damage, and safety issues that have occurred during flooding. The goal of the project was not only to reduce flooding and associated damage and cost within the area, but to create an improved ecosystem also. IES served as the mitigation specialist for the first segment of the project, which involved coordinating between the construction contractor and the USACE regarding tree species and density modifications. Additionally, IES will be providing annual compliance monitoring of the permittee responsible mitigation activities for the next 5 years. As subconsultant to the engineer, IES provided mitigation consulting services, mitigation specialist construction monitoring, and cultural resources specialist construction monitoring, and will continue to oversee annual compliance through 2025.

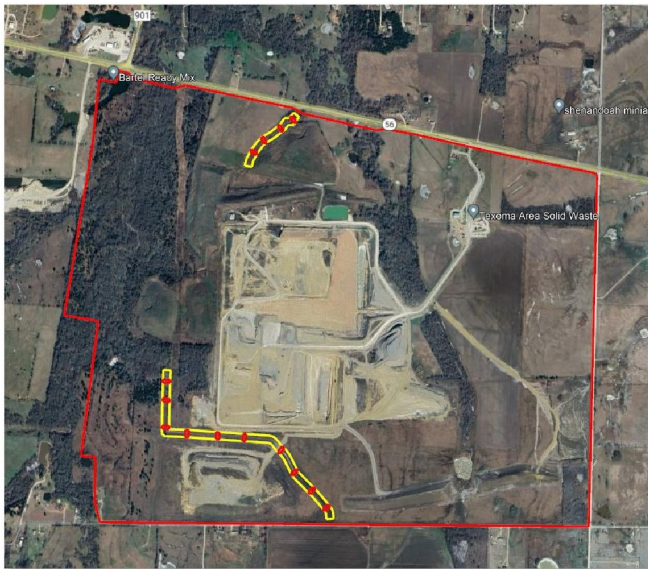


Lebow Project Area

IES prepared and coordinated the Section 404 Individual Permit for the project, which aimed to reduce flooding, loss of life, and property damage in north Fort Worth. IES initially conducted a WOUS delineation on this approximately 4-mi corridor, which mapped 18,645 feet (3.63 acres) of waters. Due to scale, the project was segmented into multiple projects, but was permitted under one overall individual permit to streamline the process structure for the client. Additional studies included colonial water bird presence/absence survey and discrete cultural resources pedestrian surveys. Due to changes in the compensatory mitigation standards within the USACE-SWF District since the project

inception, the mitigation components changed from a combination of self-mitigating activities and permittee-responsible mitigation (PRM) to a combination of self-mitigating activities and the purchase of mitigation bank credits. While the City of Fort Worth sought TxDOT funding for the upgrading of the 28th Street bridge over the Lebow Channel, IES worked with the City and TxDOT to prepare the NEPA CATEX documentation for the project.

Texoma Area Solid Waste Association (TASWA) Section 404 Mitigation Implementation | POP: 2018-Current. | Client: TASWA. | POC: John Osteen, (903) 564-4749, josteen@taswa.com| Original Budget: \$462,323.44



TASWA Project Area

The Texoma Area Solid Waste Association (TASWA) obtained an Individual Permit to impact more than 4,000 linear ft of tributary within the proposed land fill limits in 2010. In 2018, TASWA contracted IES to implement the majority of the riparian creation and enhancement mitigation in anticipation of future landfill cell construction. Within this project, there were more than 3,000 linear feet of riparian corridor creation and more than 1,500 linear ft of riparian enhancements. IES selectively cleared and herbicide treated all of the early successional and invasive tree and shrub species within the riparian restoration. After the tributary was relocated, IES conducted all of the erosion control aspects, which included hydromulching native prairie grass on more than 10 acres. IES

constructed a temporary irrigation system to establish the groundcover. Due to the authorized species composition of trees and shrubs that were to be container grown, IES contracted and worked with a nursery to grow these plant materials in advance of the planting in November 2019. IES planted approximately 9,000 trees and shrubs in November. IES managed the timeline for this project to meet all of the restoration goals that ensured the plant materials met the design specifications and installed in

appropriate seasons to ensure compliance with the design specifications and to ensure the highest survival.

IES is currently in the process of modifying the mitigation plan and mitigation areas to provide for an expanded landfill footprint. This includes evaluating the implemented and proposed mitigation areas to value functions provided to develop a modified mitigation plan and ultimately a new Section 404 permit.

Trinity River Mitigation Bank | POP: 2018-2024 | Client: Wetland Partners | POC: Wallace Hall, (214) 706-4346, whall@wetlandpartners.com | Original Budget: \$387,980.00

Trinity River Mitigation Bank is comprised of four tracts of Trinity River floodplain land between Fort Worth and Dallas. IES has been involved with the bottomland restoration of these past farmland fields for a number of years. Due to the remote access and disturbed nature of the sites, IES developed a comprehensive restoration plan for the re-establishment of riparian forest on approximately 80 acres on Bass 311 and Duck Lake tracts under this delivery order. Ultimately, IES planted approximately 31,000 native tree and shrub plugs in December 2019. The past issues with the restoration efforts were identified and a new longer-term approach was designed for this project.



Tree Planting Rows using a Whitfield Mechanical Tree Planter

Historically the client and USACE wanted to use bare root trees, which are very cost effective. However, the bare root market is limited and is only harvested in late January. This becomes problematic as bare roots do not have extensive root systems and spring is only a month after planting.



Mechanical Tree Planting


As a result, if there is not adequate soil moisture when the trees leaf out, mortality is rapid. To account for this, IES custom grew plugs a year in advance, which significantly increased the number of fine roots in a small root ball that could still be planted using conventional tractor pulled tree planters. Additionally, using a tree nursery, IES could control the delivery date, which was selected to be early in the winter. Planting earlier in the winter (i.e., November and December) allows for winter rains to help settle the dirt around the plant materials, but most importantly allows the plant material fine roots to grow into the native soil substrate. Therefore, when spring comes, the plant materials have a much greater root network to access water. The custom growing the trees further allowed IES to combat the non-native plant community and establish a nurse crop that would benefit the tree establishment. IES conducted two herbicide treatments on the invasive grasses in the two seasons prior to the tree planting. Although IES completed this project in early January

2020, IES has been monitoring the trees through the last four growing seasons. IES has strategically been mowing between the tree rows during the 2021 to 2025 growing seasons to set back the invasive species.

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: Integrated Environmental Solutions, LLC Date: 10 February 2024

Authorized Signature:  _____

Printed Name: Rae Lynn Schneider

**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 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.

**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.

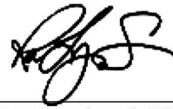
IMMIGRATION REFORM AND CONTROL ACT

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.

Integrated Environmental Solutions, LLC

Contractor Name

A handwritten signature in black ink, appearing to be 'R. J. S.', written over a horizontal line.

Authorized Signature

10 February 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? McKinney, Collin County, Texas
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:	Integrated Environmental Solutions, LLC		
Address:	301 West Eldorado Parkway, Suite 101		
City, State, Zip:	McKinney, TX 75069		
Phone:	(972) 562-7672		
Email:	rschneider@intenvsol.com		
Bidder (Print Name):	Rae Lynn Schneider		
Bidder Signature:			
Job Title:	President		
Signature of company official authorizing this bid:			
Company Official (Print name):	Rae Lynn Schneider		
Job Title:	President		

**CITY OF LEWISVILLE
PURCHASING DIVISION**

ANNUAL CONTRACT STANDARD PROVISIONS

Contractor and the City of Lewisville agree as follows:

1. **TERM:** The term of this annual contract is twelve-months, with the option to extend for up to three (3) additional twelve-month periods, subject to the approval of the Contractor and the City Manager, or his designee.
2. **TRANSITION TERM:** Upon the expiration of the Initial Term or any subsequent Renewal Term, the Contractor shall continue performance under this Agreement until the City has a new contract in place with either the Contractor or another provider or until the City terminates the Agreement. In no event shall this transition term exceed ninety (90) calendar days unless the City and the Contractor mutually agree otherwise in writing. The City will pay Contractor for all Services rendered in compliance with this Agreement during this transition term. If Services rendered during this transition term are not, in the City's judgment, in compliance with the requirements of this Agreement, no payment will be owed.
3. **DESCRIPTION – SALE OF GOODS AND SERVICES:** Contractor will transfer and deliver to the City, and the City will pay for and accept the City's requirements during this agreement. It is understood that quantities shown on the Bid Sheets are estimates and do not obligate the City to order or accept more than the City's actual requirements during the Agreement, nor do the estimates limit the City to ordering less than it's actual needs during the Agreement, subject to availability of appropriate funds.
4. **PURCHASE ORDER:** The City will exercise its right to specify time, place, and quantity to be delivered through the use of a purchase order.
5. **PRICE ADJUSTMENT:** All goods and services to be delivered pursuant to this Agreement, including any extensions thereof, will be purchased at the prices stated on the Contractor's Bid Sheet; provided that, at renewal or extension of the Agreement for an additional twelve-months, the prices for goods and services to be delivered during the ensuing twelve-month period may be increased or decreased to the extent of changes in the cost of material to Contractor, as reflected in written documentation provided by the Contractor to the City. The written documentation must allow the City the ability to verify all requested price adjustments.

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.



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			Trees in a community help to reduce air and water pollution and alter heating/cooling energy demands. Tree can improve physical and mental health, strengthen social connections, and are associated with reduced crime rates. Green spaces get people outside, helping to foster active living and neighborhood pride.

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 Rae Lynn Schneider Title President
Email Address rschneider@intenvsol.com Telephone No. (972) 562-7672
Mailing Address 301 West Eldorado Parkway, Suite 101 City McKinney State TX Zip 75069

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

Name Rudi Reinecke Title Executive Vice President
Email Address rreinecke@intenvsol.com Telephone No. (972) 562-7672
Mailing Address 301 West Eldorado Parkway, Suite 101 City McKinney State TX Zip 75069

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

Name Rudi Reinecke Title Executive Vice President
Email Address rreinecke@intenvsol.com Telephone No. (972) 562-7672
*Physical Business Address 301 West Eldorado Parkway, Suite 101 City McKinney State TX Zip 75069
**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 _____

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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: Integrated Environmental Solutions, LLC
ii. Physical business address 301 West Eldorado Parkway, Suite 101
City McKinney State TX Zip 75069

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. attached following this form

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: 10 February 2024

Print Name: Rae Lynn Schneider Print Title: President



- [UCC](#)
- [Business Organizations](#)
- [Trademarks](#)
- [Notary](#)
- [Account](#)
- [Help/Fees](#)
- [Briefcase](#)
- [Logout](#)

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number: 800771831 **Entity Type:** Domestic Limited Liability Company (LLC)

Original Date of Filing: February 9, 2007 **Entity Status:** In existence

Formation Date: January 8, 2003

Tax ID: 14709054135 **FEIN:**

Duration: Perpetual

Name: Integrated Environmental Solutions, LLC

Address: 610 ELM ST STE 300
MCKINNEY, TX 75070 USA

REGISTERED AGENT	FILING HISTORY	NAMES	MANAGEMENT	ASSUMED NAMES	ASSOCIATED ENTITIES	INITIAL ADDRESS
Name	Address		Inactive Date			
Rae Lynn Schneider	301 W Eldorado Parkway Ste 101 McKinney, TX 75069 USA					

Instructions:

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