



STANDARD AGREEMENT

(Version 9-22-2023)

This AGREEMENT (“Agreement”) is entered by and between **Horticare Landscape Management** (“Contractor”), located at **2717 FM 517 Rd., Alvin TX 77511** and the **City of League City** (“City”), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Contractor will perform the services and/or provide the products as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **manicured mowing and landscaping for parks, trails, and City facilities**. If there is a conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall commence on **April 1, 2025** and shall expire on **March 31, 2028**. The period from commencement to expiration is the Contract Term. City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Contractor. Upon such termination, City shall pay Contractor, at the rate set out in **Exhibit A**, for services satisfactorily performed or products satisfactorily provided up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.
3. **Compensation:** Contractor shall be paid for the services/products as set forth in **Exhibit A**. In no event shall the total compensation exceed **\$993,477.00** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services/goods only after such services are completed or goods are delivered and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Contractor must submit to City invoices for all goods delivered and services provided, which invoices must include details and dates of service or delivery. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Contractor, City shall give Contractor specific reasons for disapproval in writing.
4. **Insurance:** Contractor is required during the Contract Term to maintain insurance as follows: (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) If Contractor will provide City “professional services,” as that term is used in Chapter 252 of the Texas Local Government Code, Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and (c) If at any point during the Contract Term it is foreseeable that Contractor will enter upon City premises: (i) Worker’s Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and

\$2,000,000 aggregate. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Contractor shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Liquidated Damages:** Liquidated damages are applicable to this transaction. Contractor acknowledges that time is of the essence in performing this Agreement. City and Contractor (collectively, the "Parties") agree that if Contractor is late in performing any obligation of this Agreement, City will suffer loss, damages, or other harm from Contractor's delay. The Parties agree that the amount of loss, damages, or harm likely to be incurred is incapable or difficult to precisely estimate, and therefore Contractor agrees to pay City liquidated damages for delay at a daily rate equal to the total compensation allowed under the Agreement divided by the number of days in the Contract Term. The Parties further agree that: (i) the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by City as a result of Contractor's delay; (ii) one of the reasons for City and Contractor to agree to such amounts is the uncertainty and cost of litigation regarding the question of actual damages; and (iii) City and Contractor are sophisticated business parties and negotiated this Agreement at arm's length.
6. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.
7. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work (the "Work") for hire under federal copyright law. Ownership of the Work shall belong to and remain the exclusive property of City. The Work may be edited at any time within City's discretion. If the Work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the Work, City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within City's discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein or the Work. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, Contractor hereby waives and appoints City to assert on Contractor's behalf Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City's purposes.
8. **Confidentiality:** During the course of the services to be provided under this Agreement, Contractor may become privy to confidential information of City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any

information that is required to be disclosed under applicable law. Contractor shall promptly notify City of any misuse or unauthorized disclosure of City's confidential information and upon expiration of this Agreement shall return to City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Contractor without the prior written approval of City.

9. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform its services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Contractor warrants and agrees that Contractor will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
10. **Licenses/Certifications:** Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Contractor's performance of this Agreement. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contractor.
11. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
12. **Conflict of Interest:** Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and City that could be construed as a conflict of interest with regard to this Agreement.
13. **INDEMNIFICATION: CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY , AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM**

NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.

14. **Force Majeure:** Neither City nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising solely from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by the exercise of due diligence.
15. **Notices:** Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.
16. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
17. **State and/or City Auditor:** Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency or the City's internal auditor (collectively, the "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
18. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
19. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.
20. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
21. **Eligibility to Receive Payment:** Contractor certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
22. **Payment of Debt/Delinquency to State:** Contractor certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt

or delinquency that Contractor owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.

23. **Products and Materials Produced in Texas:** If Contractor will provide services under the Agreement, Contractor covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
24. **Risk of Loss:** If applicable, all work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, bearing such loss or damage will be Contractor's responsibility.
25. **Publicity:** Contractor shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
26. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement 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, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
27. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City. The Parties also agree that this Agreement constitutes a governmental function and is not a proprietary function.
29. **Authority:** The Parties stipulate that in entering into this Agreement, the City is performing a solely governmental function and not a proprietary function. Contractor warrants and represents that Contractor has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.
30. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor. No covenant or condition of this Agreement may be waived except

by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

31. **Prohibitions Pursuant to Texas Government Code:** By executing this Agreement Contractor verifies that Contractor (1) does not boycott Israel and will not during the term of this Agreement per Section 2274.002; (2) is not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002.

(signature block on next page)

Executed on _____ (date to be filled in by City Secretary)

HORTICARE LANDSCAPE MANAGEMENT - "Contractor"

George Zagorianos

George Zagorianos, Owner

CITY OF LEAGUE CITY - "City"

John Baumgartner, City Manager

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Exhibit A

Scope of Services/Description of Products/Payment Schedule (There are 25 pages for Exhibit A, including this page)

Horticare proposal, RFP 25-005 scope of work

“The City reserves the right to withhold mowing and landscaping services for any location listed in Exhibit A of this agreement. Upon notice from the City to the Contractor regarding withholding mowing and landscaping services for a specified location, the Contractor agrees and understands mowing and landscaping services at the specified location is not to be done and the Contractor will not be compensated for services at the specified location. In the even, the City desires to continue mowing and landscaping services at the specified location, the City will notify the Contractor, and the mowing and landscaping services will continue pursuant to terms in Exhibit A.”

III. Scope of Work

A. GENERAL:

The City of League City is seeking qualified proposers for city-wide landscaping services. The sites to be serviced are listed in the cost sheet (see Attachment A) with estimated area in acres and the number of mowing cycles expected. These estimates are for acquainting the Proposer with probable labor to be expected during the contract term. These estimates are not intended to set forth minimum or maximum labor on this contract and shall not be construed as such.

At the time of the opening of proposals, each Proposer shall be presumed to have inspected the sites and to have read and be thoroughly familiar with the contract requirements. The failure of the Proposer to examine any form, instrument, document, or site shall in no way relieve the Proposer from any obligations in respect to this proposal, upon submission.

Only the services submitted and listed in this proposal package and included in any addendums will be considered. It shall be each Proposer's responsibility to thoroughly inspect the forty-one (41) areas of work and to seek information regarding all local conditions under which the work is to be done. It shall be understood and agreed that all such factors have been comprehensively investigated and considered in the preparation of the base proposal submitted. Work shall be performed in accordance with City of League City safety regulations.

The City wishes to also note currently expected changes to the scope of work that will occur during the contract. Not all landscaping services will be needed at Lobit Park for a 10-month period during which the park is undergoing construction, anticipated to begin in 2025. An additional fire station will be added in 2027 and may require landscaping services. Changes to irrigation are possible and may affect landscaping patterns.

B. MOWING REQUIREMENTS:

- Growth will be cut to a uniformed height range of two and a half (2 ½) to three (3) inches, or as designated by the City Representative.
- Proposer will be responsible for damaged landscape due to overweight equipment in muddy conditions and repetitive pattern of mowing causing turfgrass damage.
- Significant excess grass or trimmings will be mulched, removed, or re-cut to improve site appearance.

- Mowing will include all mowing, trimming, cutting outside of fenced areas, and ditch areas outside of fences adjacent to facilities or plants. The exterior fence lines shall be trimmed a minimum of twelve (12) inches from the fence line to prohibit growth on the fence or as designated by the City Representative.
- All edging along sidewalks and curbs must be done with a mechanical blade edger. For any edging where the edge is widened from the curb or sidewalk soil and grass must be placed to repair the damage and the Proposer will be responsible for those repairs.
- Upon completion of mowing, all areas outside of the mowing area shall be cleaned of grass clippings, and all debris in the work area shall be picked up and properly disposed.
- While working along roadways Proposer must comply with all Federal, State, and Local laws.

C. MOWING FREQUENCY SCHEDULE:

- November 1 through February 28: Growth will be cut when height reaches four (4) inches or every two (2) weeks, whichever comes later, or as directed by the City Representative.
- March 1 through October 31: Growth will be cut when height reaches four (4) inches or every seven (7) days, whichever comes first, or as directed by the City Representative.
- Less or more frequent mowing may be required for periods of extreme heat, wet conditions, or unexpected growth cycles.

D. ESTIMATED MOWING AREA:

- The measurement in acreage of each site is only an estimate. Some sites have buildings and obstacles in place which are included in the measurement. The Proposer shall examine the work sites and satisfy themselves as to the condition which will be encountered relating to the quality of work to be performed and the materials to be furnished. The proposal shall cover all expenses in connection with all work performed.

E. GENERAL MAINTENANCE REQUIREMENTS:

- **General**
 - Proposer shall bring all facilities up to the standards established by this scope of work within the first month of the first contract year.
 - Regularly inspect landscaped/vegetated areas; de-weed; trim, and remove new or dead growth so walkways, sidewalks, roadways, and mulched/barked areas are kept clean and look well-cared for.
 - Proposer personnel shall wear a contractor-provided uniform, which

shall display the name of the company.

- Proposer vehicles shall display the name of the company.
 - Lawns, bedded areas, fence lines, asphalt and concrete pads shall be kept weed, grass and moss free by hand or by use of herbicides approved by the City of League City. Proposer shall be responsible for removing weeds and grass in service and parking areas.
 - Rake all bedded areas as often as required to ensure a fresh mulch/bark appearance.
 - Within service areas planted with seasonal color and flowering shrubs, deadhead (remove) spent flowers twice a month. Keep all color beds and containers free of weeds and debris on a regular basis throughout the year. Regularly monitor all flowering plants for disease and insect infestation. Notify a City representative immediately of signs of disease and/or insect infestation.
 - Sweep or blow clean all sidewalks and/or concrete or street areas affected by work. All debris shall be removed from the site.
 - Pick up and remove all leaves and debris from bedded, landscaped, and curbed areas of the property.
- **Pruning**
 - Prune trees, palms, vines, and shrubbery in the fall or winter, after the typical growing season. Proposer is expected to use good landscape maintenance practices as to the frequency and extent of routine pruning required.
 - Pruning during growing season shall occur as needed to ensure the following:
 - Remove dead, damaged, and diseased portions of plants.
 - Prune trees and shrubs to maintain their natural shape and to maintain tree sucker control.
 - Trees and shrubs are not to be allowed to grow together unless designed to do so as a hedge.
 - Trees shall be kept pruned to allow at least 5 feet of unobstructed space between the ground and the lowest limb.
 - Trees near sidewalks shall be pruned to avoid conflict with vehicular or pedestrian traffic and shall not be allowed to interfere with site lighting, streetlight bases, or security cameras.
 - Shrubs around municipal buildings shall be kept pruned to no higher than the building windowsills and not touching building walls, unless specifically instructed otherwise, in writing, by a Parks Operations department representative.
 - Trees, shrubs and ground cover must be kept off fire hydrants, signs,

fences, walls, sitting areas, walkways, and driveways.

- **Supplemental Maintenance Schedule:**
 - Please see Cost Sheet (Attachment A) for frequency.

- **Supplemental Area Application of Fertilizer & Pesticides**
 - The City of League City approves the use of native hardwood mulch only.
 - Provide a minimum of two (2) fertilizer applications per year as part of the base contract.
 - Trees, shrubs, and ground cover - weed, pest, and disease control:
 - The City of League City encourages environmentally responsible maintenance practices. Provide the City of League City a minimum of 48 hours' notice prior to "blanket" applications of herbicides, fungicides or insecticides. All chemicals must be EPA approved and applied by a licensed Texas State Pesticide Applicator per the manufacturer's recommendations. Provide a Material Safety Data Sheet (MSDS) to the City of League City for any chemicals used.
 - Apply insecticide or fungicide to trees, shrubs and ground covers only when significant plant damage would result from not addressing the infestation. The pest and disease control program should be based upon site historical data.
 - Keep planter beds and tree wells free of weeds and debris on a regular basis throughout the year. Control weeds with contact spray herbicide, hand weeding, and selective use of pre-emergent herbicides. Apply only at manufacturer's approved rates to avoid soil toxicity. Verify that herbicide is appropriate for use with various plant materials. Proposer is responsible for any damages incurred because of herbicide application, or mechanical damage to tree trunks by nylon cord trimmer or equipment, and must provide replacements or repair any such damage at no cost to the City of League City. Hand weeding is preferred whenever possible.
 - Control of major disease and insect infestations for trees, shrubs and ground covers is not a part of this contract. Proposer is to regularly monitor all plant material and immediately notify a Park Ops Representative of any need for such control. Proposer is responsible for any damage to plant material incurred because of the Proposer's failure to immediately notify the City of League City in writing of correctable disease and/or insect problems and must replace any such damaged plant material at no additional cost to the City of League City.
 - Fertilize landscape with a well-balanced, slow-release fertilizer as required to provide vigorous deep rooting and a healthy green

appearance year around. Care is to be taken not to burn the plants. Submit a fertilizer schedule listing proposed material, application rates and application times prior to performing work. Proposer is to coordinate with City when Proposer expects to use fertilizer, "weed and feed" products, etc. so that these applications can be followed by City irrigation and/or manual watering.

- **Irrigation**

- City expects Proposer to establish and communicate to the City the recommended watering schedule for each site, and immediately report to a City Representative if an irrigation system requires any adjustments to head nozzles and timers, maintenance, repairs, or extensions. Examples of ordinary repair that should be reported to the City of League City for action include but are not limited to replacement of missing/damaged heads, trimming sod around heads, repairing leaks in system, or adjusting head nozzles. Proposer is to advise City Representative of any areas that Proposer determines are being under- or over-watered so that appropriate modifications or installations can be made. *Note that during periods of extended dry weather, the City has a Drought Contingency Plan which, in accordance with state water conservation guidelines, prohibits the irrigation of non-essential landscape areas.

F. STANDARD OF PERFORMANCE:

- The Proposer shall perform all services under this Agreement in accordance with the standards and codes of the Environmental Regulations and approved regulations of the governing agency. The Proposer and their staff must have company uniforms, and when applicable their equipment shall have the company's logo to identify themselves while working for the City of League City.

G. MAPS:

- Maps for each location are provided via a flash drive that can be picked up from City Hall during business hours for the duration of the bidding process.

H. CITY REPRESENTATIVE:

- Specific City representatives for each section will be provided upon contract execution.



2717 FM 517 Rd, Alvin, TX 77511
281.554.5273 | info@horticularelawn.com

RFP #25-005
Landscaping Services for Parks Department
Prepared for

The City of League City

11/21/2024

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Proposal Cover Sheet

Due Date: Thursday, November 21, 2024 by 2:00 p.m.

Horticare Landscape Management

Name of Firm/Company

George Zagorianos

Owner

Agent's Name (Please Print)

Agent's Title

2717 FM 517 Rd.

Alvin

Texas

77511

Mailing Address

City

State

Zip

281-554-5273

george@horticarelawn.com

Telephone Number

Email Address

George Zagorianos

Authorized Signature

11/20/2024

Date

Proposal Submission Checklist

Proposal submission package shall consist of the following:

- Proposal Cover Sheet
- Proposal (If hard copy submitted: one copy marked "original" and one marked "copy")
- Proposal Cost Sheet
- Public Information Act Form
- Conflict of Interest Questionnaire (if applicable)
- HB 89 Verification Form

Proposal Certification and Addenda Acknowledgement

Proposer must initial next to each addendum received to verify receipt:

Addendum #1 GZ Addendum #2 GZ Addendum #3 _____

Addendum #4 _____ Addendum #5 _____ Addendum #6 _____

Proposal Cost Sheet

DUE DATE: Thursday, November 21st, by 2:00 p.m.

EXHIBIT A1 MOWING FACILITIES

Item No.	Name	Address	Estimated Area in Acres	Amount for One Cycle	Estimated No. of Cycles	Estimated Annual Cost
A.1-001	Fire Station #1	601 Second Street	0.02 acres	\$ 50	42	\$ 2,100
A.1-002	Fire Station #2	2120 Hobbs Rd.	1.22 acres	\$ 111	42	\$ 4,662
A.1-003	Fire Station #3	3575 FM 518 East	0.92 acres	\$ 96	42	\$ 4,032
A.1-004	Fire Station #4	175 N. Bay Area Blvd.	0.69 acres	\$ 65	42	\$ 2,730
A.1-005	Fire Station #5	2898 Bay Creek	0.68 acres	\$ 80	42	\$ 3,360
A.1-006	Fire Station #6	7505 South Shore Blvd	.06 acres	\$ 70	42	\$ 2,940
A.1-007	Drill Field	901 N. Kansas Ave	1.41 acres	\$ 70.50	42	\$ 2,961
A.1-008	EMS Station	260 FM 270 South	0.26 acres	\$ 35	42	\$ 1,470
A.1-009	Public Safety Building	555 West Walker	11.17 acres	\$ 603.50	42	\$ 25,347
A.1-010	Animal Control	W Walker St	2.93 acres	\$ 221.50	42	\$ 9,303
A.1-011	Animal Shelter	821 N. Kansas Ave	1.02 acres	\$ 51	42	\$ 2,142
A.1-012	City Hall Complex	100 - 600 W Walker	3.05 acres	\$ 247.50	42	\$ 10,395
A.1-013	Main St Building/ Blue Building	144 Park Ave	.47 acres	\$ 35	42	\$ 1,470
A.1-014	Old School House/ Community Center	400 Kansas	1.25 acres	\$ 62.50	42	\$ 2,625
A.1-015	Public Works Building	1535 Dickinson Ave	1.88 acres	\$ 94	42	\$ 3,948
A.1-016	Public Works Operation Center	1701 W League City Parkway	2.99 acres	\$ 210	42	\$ 8,820
Subtotal for Exhibit - A1 Mowing Facilities						\$ 88,305

EXHIBIT A2 MOWING HIKE AND BIKE TRAILS

Item No.	Name	Address	Estimated Area In Acres	Amount for One Cycle	Estimated No. of Cycles	Estimated Annual Cost
A.2-001	Hike and Bike Trail – LC Pkwy	Hike and Bike Trail – LC Pkwy	1.63 acres	\$ 81.50	42	\$ 3,423
A.2-002	High and Bike Trail – Magnolia Creek Connector	High and Bike Trail – Magnolia Creek Connector	2.90 acres	\$ 145	42	\$ 6,090
A.2-003	Hike and Bike Trail – Calder S	Hike and Bike Trail – Calder S	0.36 acres	\$ 35	42	\$ 1,470
A.2-004	Hike and Bike Trail – Calder N	Hike and Bike Trail – Calder N	0.95 acres	\$ 47.50	42	\$ 1,995
A.2-005	Hike and Bike Trail – Heritage	Hike and Bike Trail – Heritage	3.08 acres	\$ 154	42	\$ 6,468
A.2-006	Hike and Bike Trail – Walker S	Hike and Bike Trail – Walker S	0.88 acres	\$ 44	42	\$ 1,848
A.2-007	Hike and Bike Trail – Rustic Connector	Hike and Bike Trail – Rustic Connector	0.50 acres	\$ 35	42	\$ 1,470
A.2-008	Countryside -Magnolia Creek	5012 W Main Street FM 518 to Power line corridor	8.66 acres	\$ 433	42	\$ 18,186
A.2-009	Claremont Trail Connector	Hike and Bike Trail- Claremont	7.20 acres	\$ 360	42	\$ 15,120
A.2-010	Hike and Bike Trail Magnolia Cree Park	Hike and Bike Magnolia Creek	10.62 acres	\$ 531	42	\$ 22,302
A.2-011	Hike and Bike Trail –	FM 270 Hike and Bike Trail – Fm 270	2.66 acres	\$ 133	42	\$ 5,586
A.2-012	FM 518 Bypass Trail	Hike and Bike Trail- FM 518	2.04 acres	\$ 102	42	\$ 4,284
Subtotal for Exhibit A2 – Hike & Bike Trails						\$ 88,242

EXHIBIT A3 MOWING PARKS

Item No.	Name	Address	Estimated Area in Acres	Amount for One Cycle	Estimated No. of Cycles	Estimated Annual Cost
A.3-001	Welcome Sign	FM 270 FM 518	0.73 acres	\$ 40	42	\$ 1,680
A.3-002	Ghirardi Family WaterSmart Park	1910 Louisiana Ave	2.91 acres	\$ 170.50	42	\$ 7,161
A.3-003	Rustic Oaks Park	5101 Orange Blossom Ct	7.90 acres	\$ 395	42	\$ 16,590
A.3-004	The Ballpark at League City (entire outside of facility)	1150 Big League Dreams Parkway	7.47 acres	\$ 373.50	42	\$ 15,687
A.3-005	Helens Garden	701 E Main Street	0.38 acres	\$ 70	42	\$ 2,940
A.3-006	Heritage Park	1220 Coryell St	7.81 acres	\$ 415.50	42	\$ 17,451
A.3-007	Bay Ridge Park	Bay Ridge Park	1.95 acres	\$ 97.50	42	\$ 4,095
A.3-008	League Park	500 E. Main	1.14 acres	\$ 57.50	42	\$ 2,415
A.3-009	Newport Park	1013 Newport Blvd	7.60 acres	\$ 380	42	\$ 15,960
A.3-010	270 Boat Ramp	FM 270	0.27 acres	\$ 35	42	\$ 1,470
A.3-011	Rustic Oaks II	Bay Area Boulevard and Rustic Oaks Drive	1.02 acres	\$ 51	42	\$ 2,142
A.3-012	HWY medians	505 S HWY 3/310 N HWY 3	0.73 acres	\$ 100	42	\$ 4,200
A.3-013	Lobit Park	1901 FM 646 East	16.41 acres	\$ 820.50	42	\$ 34,461
Subtotal for Exhibit A3 – Mowing Parks						\$ 126,252

Total for Mowing Exhibits A1- A3	\$ 302,799
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EXHIBIT A4 LANDSCAPE SUPPLEMENTAL SERVICE AREAS

Location Name	Location Address
Hwy 3 medians and City Entry Sign	Highway 3 In front of Walter Hall Park
West walker street lighted sign bed	100 West Walker and Hwy 3 in the middle of the road
Fire Station 1	601 2nd St
Fire Station 2	2120 Hobbs Rd
Fire station 3	3575 Deke Slayton Pkwy
Fire Station 4	175 N Bay area Blvd
Fire Station 5	2898 Bay Creek Drive
Fire Station 6	7505 South Shore Blvd
Animal Control	755 West Walker

Highway 3 Medians and City Entry Sign:

LINE-ITEM NO.	DESCRIPTION	FREQUENCY	COST PER VISIT	EXTENDED TOTAL
1	Beds topped with 2 inches of native hardwood mulch	(April and Oct)	\$ 4,500	\$ 9,000
2	Apply Fertilizer, Pre-emergent herbicide, and insecticide	(Bi-annual)	\$ 500	\$ 1,000
3	Irrigation to be inspected and kept in working condition	Feb-Nov with checklist submitted	\$ 225	\$ 2,250
4	Beds kept smooth and free of ruts or exposed native soil	With each cycle	\$ Incl.	\$ Incl.
Subtotal for Hwy 3 medians and City Entry Sign				\$ 12,250

West Walker Street Lighted Sign Bed:

LINE-ITEM NO.	DESCRIPTION	FREQUENCY	COST PER VISIT	EXTENDED TOTAL
1	Beds topped with 2 Inches of native hardwood mulch	(April and Oct)	\$ 700	\$ 1,400
2	Apply Fertilizer, Pre-emergent herbicide, and insecticide	(Bi-annual)	\$ 55	\$ 110
Subtotal for West Walker Street Lighted Sign Bed				\$ 1,510

Fire Station 1:

LINE-ITEM NO.	DESCRIPTION	FREQUENCY	COST PER VISIT	EXTENDED TOTAL
1	Beds topped with 2 inches of native hardwood mulch	(April and Oct)	\$ 250	\$ 500
2	Apply Fertilizer, Pre-emergent herbicide, and insecticide	(Bi-annual)	\$ 95	\$ 190

Subtotal for <u>Fire Station 1</u>				\$ 690
Fire Station 2:				
LINE-ITEM NO.	DESCRIPTION	FREQUENCY	COST PER VISIT	EXTENDED TOTAL
1	Beds topped with 2 inches of native hardwood mulch	(April and Oct)	\$ 450	\$ 900
2	Apply Fertilizer, Pre-emergent herbicide, and insecticide	(Bi-annual)	\$ 300	\$ 600
3	Plants and trees to be pruned to keep uniform height and structure. Clear sight line must be kept.	(Bi-annual or as needed)	\$ 320	\$ 640
Subtotal for <u>Fire Station 2</u>				\$ 2,140
Fire Station 3:				
LINE-ITEM NO.	DESCRIPTION	FREQUENCY	COST PER VISIT	EXTENDED TOTAL
1	Beds topped with 2 inches of native hardwood mulch	(April and Oct)	\$ 325	\$ 650
2	Apply Fertilizer, Pre-emergent herbicide, and insecticide	(Bi-annual)	\$ 95	\$ 190
3	Plants and trees to be pruned to keep uniform height and structure. Clear sight line must be kept.	(Bi-annual or as needed)	\$ 250	\$ 500
Subtotal for <u>Fire Station 3</u>				\$ 1,340

Fire Station 4:				
LINE-ITEM NO.	DESCRIPTION	FREQUENCY	COST PER VISIT	EXTENDED TOTAL
1	Beds topped with 2 inches of native hardwood mulch	(April and Oct)	\$ 325	\$ 650
2	Apply Fertilizer, Pre-emergent herbicide, and insecticide	(Bi-annual)	\$ 75	\$ 150
3	Plants and trees to be pruned to keep uniform height and structure. Clear sight line must be kept.	(Bi-annual or as needed)	\$ 250	\$ 500
Subtotal for <u>Fire Station 4</u>				\$ 1,300
Fire Station 5:				
LINE-ITEM NO.	DESCRIPTION	FREQUENCY	COST PER VISIT	EXTENDED TOTAL
1	Beds topped with 2 inches of native hardwood mulch	(April and Oct)	\$ 650	\$ 1,300
2	Apply Fertilizer, Pre-emergent herbicide, and insecticide	(Bi-annual)	\$ 150	\$ 300
3	Plants and trees to be pruned to keep uniform height and structure. Clear sight line must be kept.	(Bi-annual or as needed)	\$ 300	\$ 600
Subtotal for <u>Fire Station 5</u>				\$ 2,200

Fire Station 6:				
LINE-ITEM NO.	DESCRIPTION	FREQUENCY	COST PER VISIT	EXTENDED TOTAL
1	Beds topped with 2 inches of native hardwood mulch	(April and Oct)	225	\$ 450
2	Apply Fertilizer, Pre-emergent herbicide, and insecticide	(Bi-annual)	95	\$ 190
Subtotal for Fire Station 6				\$ 640
Animal Control:				
LINE-ITEM NO.	DESCRIPTION	FREQUENCY	COST PER VISIT	EXTENDED TOTAL
1	Beds topped with 2 inches of native hardwood mulch	(April and Oct)	625	\$ 1,250
2	Apply Fertilizer, Pre-emergent herbicide, and insecticide	(Bi-annual)	120	\$ 240
3	Plants and trees to be pruned to keep uniform height and structure. Clear sight line must be kept.	(Bi-annual or as needed)	300	\$ 600
4	Irrigation to be inspected and kept in working condition.	Feb-Nov with checklist submitted	120	\$ 1,200
Subtotal for Animal Control				\$ 3,290

Total for Landscape Exhibits A4	\$ 25,360
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EXHIBIT A5 REQUESTED SEASONAL SERVICES

LINE-ITEM NO.	DESCRIPTION	FREQUENCY	COST PER VISIT	EXTENDED TOTAL
1	Tree and Vegetative Trimming along A.2-010 Magnolia Creek Park	Biannual or as needed	\$ 1,500	\$ 3,000
	Total	Per Year		\$ 3,000

<u>GRAND TOTAL OF EXHIBITS A1-A5</u>	\$ 331,159
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Unit prices listed above are good for ninety (90) calendar days after receipt of proposal.

To The City of League City,

Horticare Landscape Management, established in 2008, is a locally-owned and full-service landscape management company located in Alvin, Texas. Throughout the years, Horticare continues to provide the Greater Houston area with quality lawn and landscape management while specializing in delivering what every customer wants in their landscape: a site that is clean and aesthetically pleasing to visitors.

To highlight, Horticare's most prominent scope of work includes homeowners' associations, local government municipalities, commercial shopping centers, and industrial facilities. Currently, Horticare carries a staff of 42 full-time employees and manages a fleet of nine service trucks and counting.

We, at HLM, attribute the company's growth and longevity in this competitive market to our insistence on staying at the forefront of technology and to an unwavering commitment to customer service. At Horticare, we ensure our customers' sceneries are always immaculate by being well-informed of the absolute best practices; whether these be tried and true methods or at the forefront of landscape innovation. We take a deliberate and proactive approach to customer satisfaction through careful attention to detail and developing good working relationships with our patrons.

Your property is a direct reflection of your standards. With the proper design, consistent landscaping enhancement recommendations and maintenance, your property will convey the right first impression and reflect your standard of quality.

Our objective is to help you create and maintain landscape designs that leave a lasting image. We are responsive, proactive and seek to understand your specific needs and objectives. This is the key to our long-term success. Horticare Landscape Management owners, Evan and George, pride themselves on a meticulous eye to detail and excellence in customer service. We look forward to the possibility of working with the City of League City on this upcoming project and providing the City with the very best customer service there is to offer in the Greater Houston area.

Sincerely,

Evan Zagorianos
George Zagorianos
Horticare Landscape Management

Project Methodology

Start-up

At the start of the project, a dedicated Account Manager and team will attend a kickoff meeting to review the client's concerns and address any issues identified during the site inspection. Following this meeting, the Foreman will conduct a property "drive-through" with the Account Manager to go over the meeting's key points and provide updates on any additional tasks. During the first site visit, the Account Manager will be on-site to clearly define all boundaries and address any questions or concerns from the Foreman and crew.

Staffing

The project will include a dedicated Account Manager responsible for overseeing all aspects of the project and conducting monthly site visits. To ensure effective execution within the established timeline, a crew consisting of a Foreman and five laborers will be assigned to the project daily, ensuring tasks are completed according to the project schedule. All crew members will wear company-issued OSHA Class 3 high-visibility shirts as part of their uniform.

Customer Service

The Account Manager will be available to contact any times during business hours by either phone or email. During non business hours a dedicated line will be provided.

Inclement Weather

In the event of prolonged inclement weather, the crew will use their best judgment to determine whether the property can be serviced. If the grounds are not overly saturated, the crew will apply best practices to avoid leaving ruts or matted grass. If the property cannot be serviced due to weather conditions, the visit will be rescheduled for the following day. If the property remains inaccessible after three consecutive days, it will be skipped and addressed during the next scheduled visit.

Equipment List

- 4- John Deere Z930M 60" Zero-turn
- 1- John Deere 1600T 12' batwing mower
- 2- Exmark 48" Viking walk behind mower
- 4- Echo SRM-2620T Line Trimmer
- 2- Echo PE-2620T Edger
- 4- Echo PB-755 Blower

References

At Horticare Landscape Management, we take pride in fostering enduring connections with our clients. These valued individuals have entrusted us as their landscape management firm and would gladly share their experiences with you, detailing our company and the exceptional services we offer:

Property: City of La Porte
Type: Governmental agency
Service: Grounds maintenance for Parks and City ROW/Esplanades
Length: 7 years
Contact Info: Shaun Lundy, *Parks Superintendent*
281.470.5141 | lundys@laportetx.gov

Property: City of Webster
Type: Governmental agency
Service: Grounds maintenance for Parks and City ROW/Esplanades
Length: 10 years
Contact Info: Jasmine Armas, *Parks Superintendent*
281.316.3703 | jarmas@cityofwebster.com

Property: City of Friendswood
Type: Governmental agency
Service: Grounds maintenance of Parks and City facilities
Length: 3 years
Contact Info: Kaylub Mull, *Parks Superintendent*
281.996.3392 | kmull@friendswood.com

Property: City of Baytown
Type: Governmental agency
Service: Full Service grounds maintenance of Parks and City facilities
Length: 4 years
Contact Info: Carla Hommel, *Contract Coordinator*
281.420.6524 | carla.hommel@baytown.org

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

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

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

N/A

Name of Officer

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

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

Yes

No

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

Yes

No

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

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

7
George Zagorianos
Signature of vendor doing business with the governmental entity

11/20/2024

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



Texas Public Information Act

Steps to Assert that Information is Confidential or Proprietary

All proposals, data, and information submitted to the City of League City are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum, the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

In signing this form, I acknowledge that I have read the above and further state (Please check one):

- The proposal/bid submitted to the City ~~contains NO confidential information~~ and may be released to the public if required under the Texas Public Information Act.
- The proposal/bid submitted ~~contains confidential information~~ which is labeled and which may be found on the following pages: _____ and any information contained on page number not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: Horticare Landscape Management

Signature: George Zagorianos Date: 11/20/2024

Print Name: George Zagorianos Print Title: Owner

**City of League City
House Bill 89 Verification**

I, George Zagorianos (Person name), the undersigned
representative of (Company or Business name) Horticare Landscape Management

(hereafter referred to as company) being
an adult over the age of eighteen (18) years of age, after being duly sworn by the
undersigned notary, do hereby depose and verify under oath that the company named-
above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

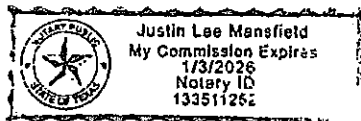
Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

11/20/2024
DATE

George Zagorianos
SIGNATURE OF COMPANY REPRESENTATIVE

On this the 20 day of November, 2024, personally appeared
George Zagorianos, the above-named person, who after
by me being duly sworn, did swear and confirm that the above is true and correct.



11/20/2024
Date