



Contract Cover Sheet

All Contracts over \$3,000 should be reviewed by Purchasing and Legal prior to being signed by the vendor. Please Note: Contracts between \$3,000.01-\$15,000 require Dept. Director/Executive Director signature. Contracts valued between \$15,000.01-\$25,000 require Assistant City Manager or City Manager signature. Contracts valued between \$25,000.01-\$50,000 require City Manager signature. All contracts valued over \$50,000 must be approved by Council. Signing can be completed in Munis.

Dept: Park Operations Date: 3/10/2026 Department Contact: Cameron Parker

Vendor: Earthworks Landscape and Maintenance LLC Amount: \$351,000

Begin Date: 4/1/2026 End Date: 3/31/2029 Contract Terms: Three (3) yr years/months No. Renewals:

Description of Purchase: median landscape maintenance RFP 26-023

Purchasing Procedure:

- HUBs - https://mycpa.cpa.state.tx.us/lpasscmlsearch/index.jsp In compliance with Chapter 252.0215 of the Texas Local Government Code the department originating this purchase requisition certifies that the following two Galveston County Historically Underutilized Businesses were contacted for quotes:

Table with 2 columns: HUB #1, HUB #2

If no HUBs are available or if contact was attempted, proof of search and contact is to be attached.

- Quotes: Minimum 3 Required - No. of quotes received
Items or Services Through a Co-Op - Co-op Contract must be attached as backup
Sole Source - Requires a signed letter from the vendor and approval of the Purchasing Manager
Emergency Purchase - Signed memo by department director must be attached
DocuSign, Purchasing Review & Signatures - Completed contract packet is to be sent by the department to their Buyer and the City Attorney's office.

Attachments Included:

- Quote - (Vendor Quotes, HUBs - proof of contact and search, summary sheet
Signed Sole Source Letter
Co-op Contract: Co-op Name Contract No. Exp. Date
Emergency Purchase (Signed Memo by Dept. Director)
Contract/Agreement (NOT Signed by Vendor)
Professional/Legal Services or other exception (no quote req., per TX Local Govt Code Chapter 252.022)

Signed by: Sarah Michael 3/10/2026
Purchasing Department
DocuSigned by: Joshua Gutierrez 3/10/2026
City Attorney
Signed by: Chien Wei 3/10/2026
Director/Executive Director

This Cover Sheet and its signatures do not signify that the attached contract has been executed by the City of League City. The signatures on this Cover Sheet solely confirm that the contract has been reviewed by the City's legal and purchasing department to ensure compliance with all applicable City policies, federal, state, and local laws.



STANDARD AGREEMENT

(Version 9-22-2023)

This AGREEMENT (“Agreement”) is entered by and between **Earthworks Landscape and Maintenance LLC** (“Contractor”), located at **13511 Greenlow Drive, Houston TX 77067** 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 **median landscape maintenance**. 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, 2026** and shall expire on **March 31, 2029**. 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 **\$351,000.00** 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

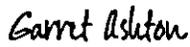
by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

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)*

EARTHWORKS LANDSCAPE AND MAINTENANCE LLC - "Contractor"

Signed by:


FFE7AR23B0124F7
Garret Ashton, 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 39 pages for Exhibit A, including this page)

Proposal, scope of work, aerial maps



III. Scope of Work

A. General

The City of League City is seeking qualified proposers for street median 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 eight (8) 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.

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 mechanical issues, overweight equipment in muddy conditions and repetitive pattern of mowing causing turfgrass or soil damage.
- Significant excess grass or trimmings will be mulched, removed, or re-cut to improve site appearance.
- All edging along curbs must be done with a mechanical blade edger. For any edging where the edge is widened from the curb to the turf, 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. No organic material can be left in the roadway
- 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. Normal expected mowing visits will be 42 times a year.

D. ESTIMATED MOWING AREA:

- The measurement in acreage of each site is only an estimate. The Proposer shall examine the work sites and satisfy themselves as to the conditions 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 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, tree wells and concrete expansions shall be kept weed, grass and moss free by hand or by use of herbicides approved by the City of League City.
 - 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 beds 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 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 and shrubs 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.
 - Trees, shrubs and ground cover must be kept off fire hydrants, signage and stay within borders.
- **Supplemental Maintenance Schedule:**
 - Please see Cost Sheet (Attachment A) for frequency.
 - The City of League City approves the use of native hardwood mulch only.
 - Tree wells (rings) shall not be higher than 4 inches, must be 6 inches away from root flare and 3-6 ft minimum diameter
 - Provide a minimum of two (2) fertilizer applications in landscaped beds 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 historical data.
 - Keep planter beds and tree wells free of weeds, pests and debris on a regular basis throughout the year. Control weeds with contact spray herbicides, 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 damage 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 maintain the irrigation system to include adjustments to head/ nozzle/bubbler, timers, repairs, or risers. Examples of repairs would include but are not limited to replacement of missing/damaged heads, replace risers/swing joint, changing of controller batteries, trimming sod around heads, repairing head leaks in systems within the medians, or adjusting head nozzles/bubblers for proper coverage. The City will be responsible for all underground services to the system including backflow. All irrigation repairs will be documented and submitted to the City representative with irrigation inspections. 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 as Attachment C in the bid package on Public Purchase and Civic Plus.

H. CITY REPRESENTATIVE:

- Parks Operations Superintendent



MEDIAN LANDSCAPE MAINTENANCE

RFP # 26-023

Due Date: February 10, 2026 10:00 AM CST

**Premier Solution Provider for Grounds Maintenance Services.
Our Services will meet all requirements of the PWS.**

**EARTHWORKS LANDSCAPE AND MAINTENANCE, LLC
13511 Greenlow Drive
Houston, Texas 77067**

**POC: Garret Ashton
Title: Owner
Email: garret@earthworkstexas.com
Phone: 936 648 5593**

**SAM UEI: MGZNL477E932
CAGE Code: 01S14
TIN/EIN: 464729662
DUNS: 052080519**

The terms and conditions contained in the RFP are acceptable for inclusion in the award document without modification, deletion, or addition. The Firm agrees to hold all prices offered in this proposal firm for a period of ninety (90) calendar days from the date specified for receipt of proposals. The Firm further agrees to comply with and be bound by all terms, conditions, and provisions of the solicitation and to furnish any or all items for which prices are offered at the prices set forth in the proposal.

**LANDSCAPE AND MOWING
SERVICES**

RFP # 26-023

COVER LETTER



Earthworks Landscape and Maintenance, LLC
Houston, Texas

Date: February 9, 2026

Re: RFB.No. 26-1381 – Landscape and Mowing Services
City of League City
Procurement Services Department
300 West Walker Street
League City, Texas 77573

Dear Evaluation Committee,

Earthworks Landscape And Maintenance, LLC is pleased to submit our proposal in response to RFP 26-023 – Median Landscape Maintenance for the City of League City.

We are an experienced landscape maintenance contractor with a proven record of performing roadway, municipal, and right-of-way landscape services under fixed schedules, safety requirements, and performance standards similar to those outlined in this solicitation. Our team has reviewed the RFP, all issued addenda, and the associated attachments in full, and we confirm our ability to meet all mandatory requirements without exception.

Our proposal demonstrates a clear, structured approach to median maintenance, irrigation inspections and repairs, mowing cycles, and seasonal services, with an emphasis on service continuity as responsibilities transition from TxDOT to the City. We understand the importance of maintaining consistent appearance standards, safe roadway operations, and proactive communication with City representatives throughout the contract term.

Earthworks Landscape And Maintenance, LLC is prepared to begin services in accordance with the anticipated April 2026 start date and to perform all work using qualified personnel, appropriate equipment, and established quality-control procedures. We appreciate the opportunity to be considered and look forward to supporting the City of League City in maintaining its roadway medians to a high standard of care.

Thank you for your time and consideration.

Respectfully submitted,

Earthworks Landscape And Maintenance, LLC
Garret Ashton
Owner

A handwritten signature in cursive script that reads "Garret Ashton".

**LANDSCAPE AND MOWING
SERVICES**

RFP # 26-023

PROPOSAL COVER SHEET

Proposal Cover Sheet

Due Date: Tuesday, February 10, 2026 by 10:00 a.m.

EARTHWORKS LANDSCAPE AND MAINTENANCE, LLC

Name of Firm/Company

GARRET ASHTON

OWNER

Agent's Name (Please Print)

Agent's Title

13511 GREENLOW DRIVE

HOUSTON

TX

77067

Mailing Address

City

State

Zip

936-648-5593

GARRET@EARTHWORKSTEXAS.COM

Telephone Number

Email Address



Feb 9, 2026

Authorized Signature

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 G.A Addendum #2 G.A Addendum #3 _____

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

**LANDSCAPE AND MOWING
SERVICES**

RFP # 26-023

**TAB A – QUALIFICATIONS
& EXPERIENCE**

A. QUALIFICATIONS :

Earthworks Landscape And Maintenance, LLC hereby acknowledges full compliance with all required specifications, terms, and conditions set forth in RFP 26-023..

A.1 Permanent Place of Business

Earthworks Landscape And Maintenance, LLC maintains a permanent place of business in Houston, Texas, from which all administrative, operational, and supervisory functions are managed. This office supports contract administration, scheduling, reporting, invoicing, and coordination with City representatives.

- *Company Name:* Earthworks Landscape and Maintenance, LLC
- *Address:* 13511 Greenlow Drive, Houston, Texas 77067

A.2 Ability to Provide Labor, Materials, Equipment, Supervision, and Administration

Earthworks Landscape And Maintenance, LLC provides all labor, materials, equipment, supervision, and administrative support necessary to complete the full scope of work described in this solicitation.

Services are performed using trained in-house crews, company-owned equipment, and established operational procedures designed for municipal roadway and median maintenance. Supervisory oversight and administrative staff support ensure compliance with performance standards, safety requirements, documentation, and communication obligations throughout the contract term.

A.3 Financial Capacity

Earthworks Landscape And Maintenance, LLC has the suitable financial capacity to meet all obligations incidental to the performance of this contract. The company maintains the financial stability required to support payroll, equipment operations, materials procurement, and contract administration for multi-year municipal agreements.

Financial statements can be furnished upon request in accordance with the RFP requirements.

A.4 Ability to Perform 90% of the Work

Earthworks Landscape And Maintenance, LLC confirms its ability to self-perform at least 90% of the work required under this contract using company personnel and resources.

Any subcontractors, if required for specialized or supplemental services, will only be utilized with prior approval from a City Representative and in full compliance with the RFP and contract requirements.

B. EXPERIENCE :

B.1 Comparable Service Experience

Earthworks Landscape And Maintenance, LLC has demonstrated experience providing landscape maintenance services to organizations of comparable size, complexity, and service intensity to the City of League City. Our prior work includes city-wide mowing programs, roadway-adjacent and corridor maintenance, irrigation system upkeep, vegetation control, and seasonal landscape services performed under fixed schedules and documented performance standards.

These projects required consistent execution across multiple locations, precise route planning, coordination of multiple crews, and adherence to public-sector expectations for safety, quality, and accountability—directly aligning with the scope of services required under RFP 26-023..

B.2 Municipal Customer Contracts in Texas

Earthworks Landscape And Maintenance, LLC has successfully performed similar services for the following municipal and public-sector clients in Texas:

- ***City of Pflugerville, Texas***

City-wide mowing and landscape maintenance services covering approximately 378.79 acres across public parks, trails, greenbelts, municipal facilities, and regional park systems. Services include routine mowing, edging, seasonal cleanups, and vegetation management, with service frequencies ranging from 22 to 43 cycles annually per location.

- ***Harris County Emergency Services District No. 11***

Landscape maintenance services including mowing, edging, blowing, bed control, irrigation system maintenance, trimming and manicuring, shrub pruning, turf and shrub fertilization, and chemical applications.

- ***San Jacinto River Authority***

Tractor mowing and vegetation management services across approximately 224 acres of flowage corridors and dam-adjacent areas, including mowing, trimming, and debris removal in challenging terrain requiring specialized equipment and scheduling discipline.

These contracts demonstrate Earthworks' ability to perform large-scale, recurring maintenance services under public-agency oversight and within defined performance requirements.

B.3 Documented Performance and Verifiable Experience

Earthworks Landscape And Maintenance, LLC provides documentation and customer references demonstrating successful performance of landscape maintenance services on projects of similar scope and size to those required by this solicitation.

As evidenced by the references included in this proposal:

- Earthworks has more than two (2) years of verifiable public-sector experience, including municipal and public-agency contracts within the State of Texas involving large-acreage maintenance, roadway-adjacent work, and fixed-cycle service programs; and
- Earthworks also possesses more than five (5) years of verifiable private-sector experience, including multi-year contracts for comprehensive landscape maintenance services for institutional and commercial clients.

Private-sector experience includes full-service landscape maintenance performed under multi-year agreements requiring consistent quality, professional supervision, and adherence to defined performance standards.

Complete reference information and documentation supporting these projects are provided in Tab D – References for verification by the City.

**LANDSCAPE AND MOWING
SERVICES**

RFP # 26-023

**TAB B – PROJECT
METHODOLOGY**

1. Transition Plan and Total Program Start-Up Timeline

Earthworks Landscape And Maintenance, LLC will implement a comprehensive transition and mobilization plan to ensure full program start-up without service gaps at the beginning of the contract term.

The anticipated contract start date is April 1, 2026. Earthworks will be fully operational on Day One and will complete all transition activities within the first 30 calendar days.

Transition Timeline:

- Week 1 – Mobilization
 - Confirm all service locations using City-provided exhibits
 - Finalize routing and crew assignments
 - Establish communication protocols with the City’s designated representative

- Week 2 – Baseline Inspections
 - Conduct initial inspections of all landscaped areas
 - Perform baseline irrigation inspections and document system conditions
 - Identify any pre-existing deficiencies and report findings to the City

- Week 3 – Standard-Setting Cycle
 - Perform initial full maintenance cycle including mowing, edging, pruning, and bed cleanup
 - Establish appearance standards consistent with the Scope of Work

- Week 4 – Steady-State Operations
 - Transition into the regular 42-cycle annual maintenance schedule
 - Submit the first recurring maintenance and irrigation inspection schedule

This structured transition ensures a smooth handoff of responsibilities and immediate compliance with City standards

2. Continuity of Landscaping and Mowing Services

Earthworks will perform all landscaping and mowing services without disruption to ongoing City operations by utilizing structured scheduling, trained crews, and roadway-specific operating procedures.

Key continuity measures include:

- Assigning dedicated crews to the City of League City medians
- Performing work during off-peak traffic hours when feasible

- Utilizing weekend work when necessary to maintain schedules
- Implementing safe work practices for roadway-adjacent environments
- Maintaining backup equipment to prevent service delays due to mechanical issues

This approach ensures consistent service delivery while minimizing interference with traffic flow and public use.

3. Customer Service Approach, Plan, and Program

Earthworks' customer service program is built on responsiveness, transparency, and proactive communication.

Our customer service approach includes:

- A designated primary point of contact for City coordination
- Prompt response to City inquiries and service requests
- Immediate notification of observed irrigation issues, plant health concerns, or safety hazards
- Regular communication regarding schedules, weather impacts, and service adjustments
- All services performed are documented, and communication with the City is maintained throughout the contract term to ensure expectations are consistently met.

4. Weather Recovery and Missed-Cycle Restoration Plan

Earthworks maintains operational flexibility to restore mowing and maintenance cycles following inclement weather, excessive growth, or other unexpected service disruptions.

Our recovery plan includes:

- Temporary adjustment of schedules to allow turf conditions to stabilize
- Deployment of additional crews and extended workdays, including weekends, as needed
- Prioritization of areas experiencing rapid growth or visibility concerns
- Coordination with the City to realign service frequencies if required

Once conditions permit, Earthworks will restore the standard mowing cycle as efficiently as possible while maintaining safety and quality standards.

5. Personnel Uniforms

All personnel assigned to this contract will wear contractor-provided uniforms that clearly display the Earthworks Landscape And Maintenance, LLC company name.

Uniform Description:

- High-visibility work shirts with company name displayed
- Durable work pants or shorts suitable for outdoor operations
- Appropriate safety gear as required for roadway environments

An image of the standard crew uniform is included with this proposal submission to demonstrate compliance with this requirement.

6. Vehicle Identification and Decals

All Earthworks vehicles utilized under this contract will be clearly marked and easily identifiable.

Vehicle Identification Includes:

- Company name displayed on both driver and passenger sides
- Professional, weather-resistant decals
- Fleet vehicles appropriate for landscape maintenance and median operations

An image of the standard vehicle decal is included with this proposal submission to demonstrate compliance with this requirement.



Figure B-6: Earthworks Landscape And Maintenance, LLC typical mowing crew staged with a company truck displaying the Earthworks logo and fully equipped with professional landscape maintenance tools for routine mowing and median operations.

EARTHWORKS



Figure B-3: Earthworks Landscape And Maintenance, LLC crew member performing trimming operations while wearing a contractor-provided, high-visibility uniform displaying the company name and appropriate personal protective equipment, including gloves and eye protection.



Figure B-5: Earthworks Landscape And Maintenance, LLC crew member operating a riding mower while wearing a contractor-provided, high-visibility uniform displaying the company name.



Figure B-2: Earthworks Landscape And Maintenance, LLC crew members performing landscape maintenance while wearing contractor-provided, high-visibility uniforms displaying the company name.



Figure B-4: Earthworks Landscape And Maintenance, LLC service vehicle displaying professional company decals for clear contractor identification during field operations.

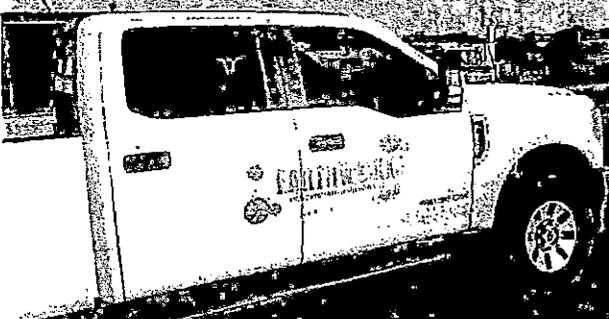


Figure B-1: Earthworks Landscape And Maintenance, LLC crew member operating company-owned mowing equipment while wearing a high-visibility uniform displaying the company name.



**LANDSCAPE AND MOWING
SERVICES**

RFP # 26-023

**TAB C – PROPOSAL
COST SHEET**

Proposal Cost Sheet

DUE DATE: Tuesday, February 10, 2026 by 10:00 a.m.

Unit prices listed above are good for ninety (90) calendar days after receipt of proposal.

LINE-ITEM NO.	DESCRIPTION	FREQUENCY	COST PER VISIT	EXTENDED TOTAL
1	Landscaped beds topped with 2 inches of native hardwood mulch	(April and Oct)	\$ 4,000.00	\$ 8,000.00
2	Tree rings smoothed and rebuilt with new hardwood mulch	(April and Oct)	\$ 4,000.00	\$ 8,000.00
3	Apply Fertilizer, Pre-emergent herbicide, and insecticide to landscaped bordered beds	(Bi-annual)	\$ 4,341.00	\$ 8,682.00
4	Irrigation inspections, repairs and adjustments	monthly Feb-Nov with checklist submitted	\$ 2,600.00	\$ 26,000.00
5	Irrigation repairs, system kept in working condition	As needed based on 42 mowing cycles	\$ 100.00	\$ 4,200.00
6	Mowing/maintenance of medians A.4-001 FM 2094 Medians	42	\$ 250.00	\$ 10,500.00
7	Mowing/maintenance of medians A.4-002 FM 2094 Medians High School	42	\$ 110.00	\$ 4,620.00
8	Mowing/maintenance of medians A.4-003 FM 2094 Medians Davis Rd to Constellation	42	\$ 110.00	\$ 4,620.00
9	Mowing/maintenance of medians A.4-004 FM 518 East	42	\$ 150.00	\$ 6,300.00

10	Mowing/maintenance of medians A.4-005 LCP- Hwy3 to I45	42	\$ 200.00	\$ 8,400.00
11	Mowing/maintenance of medians A.4-006 LCP- South Shore to SH 146	42	\$ 250.00	\$ 10,500.00
12	Mowing/maintenance of medians A.4-007 FM 646 Medians	42	\$ 300.00	\$ 12,600.00
13	Mowing/maintenance of medians A.4-008 I45 South Entry sign	42	\$ 109.00	\$ 4,578.00
Subtotal				\$ 117,000.00
GRAND TOTAL				\$ 117,000.00

PRICING NARRATIVE :

1. Rates and Fees:

All rates, unit prices, frequencies, and extended totals are fully itemized on the Proposal Cost Sheet submitted with this proposal. No additional fees, surcharges, or costs outside of those listed are proposed.

2. Application of Fees

Fees apply strictly in accordance with the service descriptions and frequencies shown on the Proposal Cost Sheet.

- One-time or seasonal services (e.g., mulch installation, fertilizer applications) are billed per occurrence as listed.
- Recurring services (e.g., mowing and median maintenance) are billed based on the specified annual frequency of 42 cycles.
- Irrigation inspections and repairs are billed only as shown on the cost sheet and only when such services are performed.:

3. Alternate Methods of Compensation

Earthworks Landscape And Maintenance, LLC is not proposing any alternate methods of compensation under this contract. Compensation shall be based solely on the unit prices and fees listed in the Proposal Cost Sheet.

4. Special Services and Charges

All special services, including irrigation inspections, irrigation repairs, fertilization, and seasonal landscape services, are clearly identified and priced on the Proposal Cost Sheet. No additional special services or charges are proposed beyond those listed.

5. Firm Pricing

Earthworks acknowledges that the City will not be responsible for payment of any fees not specifically listed. All pricing submitted shall remain firm for the original term of the agreement, in accordance with the RFP requirements.

**LANDSCAPE AND MOWING
SERVICES**

RFP # 26-023

TAB D – REFERENCES

REFERENCES

Customer Reference No. 1

Company Name:	City of Pflugerville
Complete Address:	100 E. Main Street, Suite 100, Pflugerville, TX 78660
Name of Contact Person:	Junior Rodriguez
Title of Contact Person:	Park Superintendent
Phone Number:	512-990-6414
E-mail Address:	antonior@pflugervilletx.gov
Contract Award Date:	January 10, 2025 (3 base years plus 2 one option years)
Dollar Amount of Contract:	\$4,861,837.4
Description of Services/Contract:	City-Wide Mowing Contract – City of Pflugerville - As the prime contractor Earthworks Landscape & Maintenance LLC is currently self-performing comprehensive landscape maintenance services for the City of Pflugerville, covering approximately 378.79 acres across public parks, trails, greenbelts, municipal facilities, and regional park systems. The scope includes routine mowing, edging, seasonal cleanups, and vegetation management, with service frequencies ranging from 22 to 43 cycles annually per location. The project demands precise route planning and coordination of multiple crews—areas where Earthworks consistently excels through optimized scheduling and dedicated on-site supervision.

Customer Reference No. 2

Company Name:	Harris County ESD11
Complete Address:	18334 Stuebner Airline Road Spring, Texas 77379
Name of Contact Person:	Mike Beardsley
Title of Contact Person:	Maintenace Specialist
Phone Number:	+1 (254) 495-6242
E-mail Address:	michael.beardsley@harriscountyesd11.gov
Contract Award Date:	September 30, 2023 (One year plus options)
Dollar Amount of Contract:	\$46,037.5
Description of Services/Contract:	Regular landscape Maintenance, Mow, edge blow, bed control, Irrigation system maintenance, Trim and Manicure, Shrub Pruning, Turf and Shrub Fertilizing and chemical application (acreage not available)

Customer Reference No. 3

Company Name:	Supra America Machined Parts
Complete Address:	865 Conroe Park W Dr, Conroe, TX 77303
Name of Contact Person:	Bertrand Solliet
Title of Contact Person:	Owner
Phone Number:	+1 936 524-6622
E-mail Address:	bertrand.solliet@supragroup.ch
Contract Award Date:	December 30, 2023 (One year contract)
Dollar Amount of Contract:	\$202,000.00
Description of Services/Contract:	Regular Landscaping Maintenance Services, Mowing, Trimming, Edgin, Planting, Chemical Applications (approximately 25 acres)

Customer Reference No. 4

Company Name:	Church of Jesus Christ of Latter-Day Saints (Houston, Temple)
Complete Address:	15725 Champion Forest Drive, Spring, Texas 77379
Name of Contact Person:	Richard Mohn
Title of Contact Person:	Head of Maintenance Operations
Phone Number:	281-376-6804
E-mail Address:	ramohn@churchofjesuschrist.org
Contract Award Date:	11/19/2024 (3 year contract)
Dollar Amount of Contract:	\$335,952.00
Description of Services/Contract:	Earthworks Landscape & Maintenance LLC provides full-service landscape maintenance for church grounds, ensuring a clean, healthy, and welcoming environment for members and visitors. Services include lawn aeration, fertilization and weed control, weekly mowing, pruning of shrubs and trees, mulch maintenance, and seasonal clean-ups. Our team delivers consistent, high-quality care with attention to detail, using professional equipment and practices that promote long-term landscape health and an inviting appearance.

Customer Reference No. 5

Company Name:	San Jacinto River Authority
Complete Address:	Woodlands, TX
Name of Contact Person:	Grady Garrow
Title of Contact Person:	Senior Buyer
Phone Number:	(936) 588-3111
E-mail Address:	ggarrow@sjra.net
Contract Award Date:	02/21/2025 (one base year plus two option Years)
Dollar Amount of Contract:	\$297,123.72
Description of Services/Contract:	Tractor Mowing – San Jacinto River Authority (Bear Branch Reservoir) Earthworks Landscape & Maintenance LLC provides mowing and vegetation control across approximately 224 acres of flowage corridors and dam areas in The Woodlands, TX. Services include tractor mowing, trimming, and debris removal in challenging terrain, delivered with efficient scheduling and specialized equipment.

**LANDSCAPE AND MOWING
SERVICES**

RFP # 26-023

TAB E – FORMS



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 as 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: Earthworks Landscape and Maintenance LLC
Signature: [Handwritten Signature] Date: 2/6/26
Print Name: Garret Ashton Print Title: Owner

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.

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.

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?

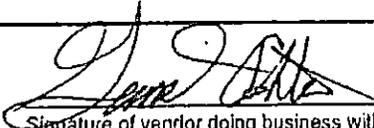
Yes

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.

NONE

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

7 
Signature of vendor doing business with the governmental entity

2/6/26
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/html/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



City of League City
House Bill 89 Verification

I, Garret Ashton Lane White (Person name), the undersigned representative of Earthworks Landscape and Maintenance LLC

(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:

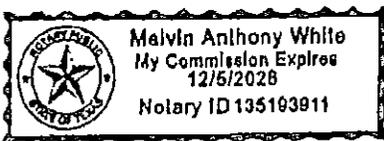
1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled 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.

2/6/26
DATE

Lane White
SIGNATURE OF COMPANY REPRESENTATIVE

On this the 6 day of February, 2026, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

2/6/26
Date



MAW



MARINA BAY DR

LAWRENCE RD

SOUTH SHORE BLVD

Vicinity Map

Exhibit A.4-001
FM 2094 Medians
3.73 Acres



LCTX
LEAGUE CITY

Geographical or map data maintained by the City of League City is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate location of property boundaries. League City GIS Department 12/30/2025



Exhibit A.4-002
 FM 204 Medians High School
 .25 Acres

LCTX
 LEAGUE CITY

Geographical or map data maintained by the City of League City is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate location of property boundaries. League City GIS Department 12/30/2023



Vicinity Map



Exhibit A.4-003
FM 2094 - Davis Rd to Constellation
.59 Acres



LCTX
LEAGUE CITY

Geographical or map data maintained by the City of League City is for informational purposes and may not have been prepared for or suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate location of property boundaries. League City GIS Department 12/30/2023

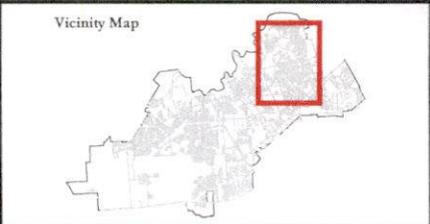
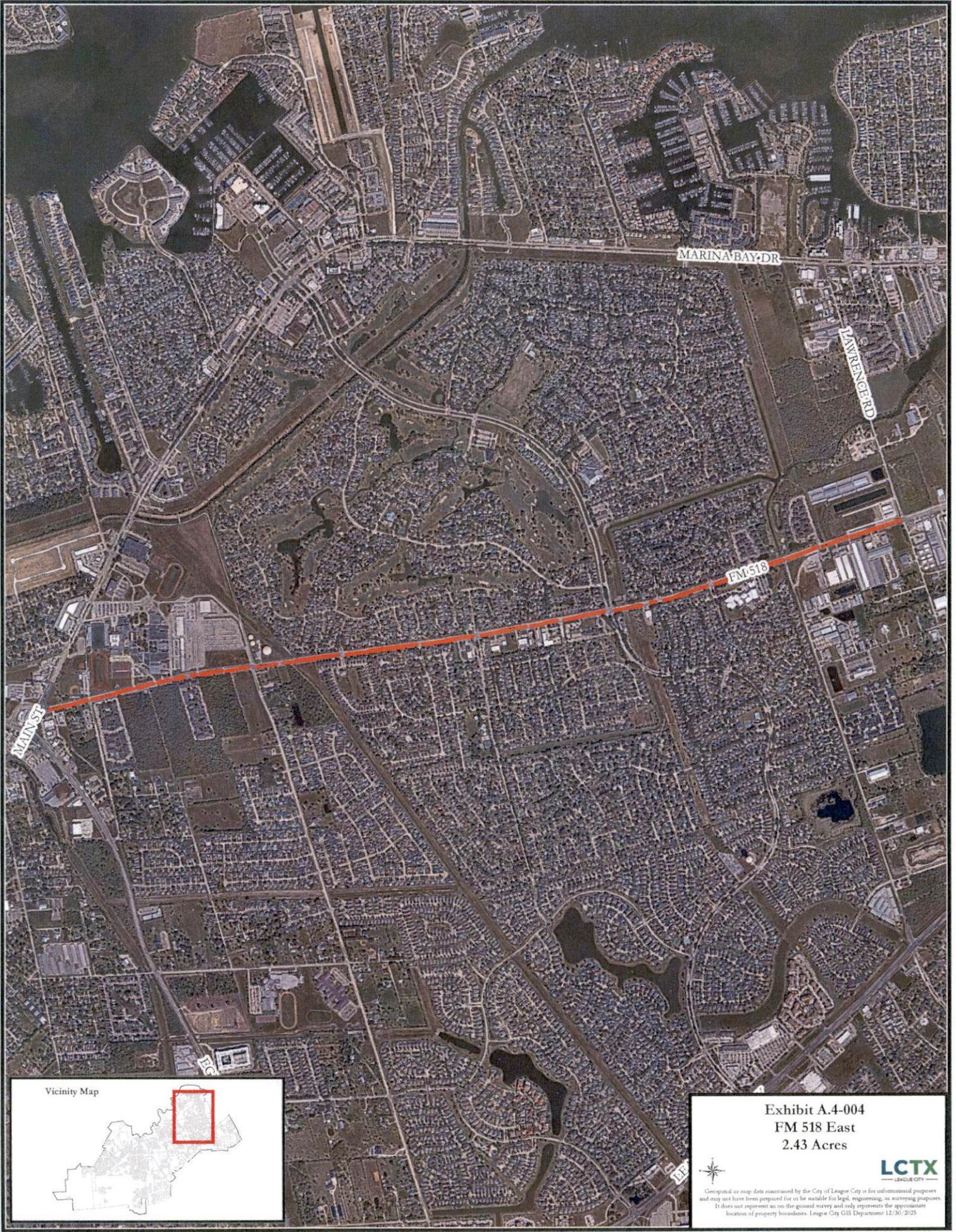


Exhibit A.4-004
FM 518 East
2.43 Acres



Geospatial or map data maintained by the City of League City is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate location of property boundaries. League City GIS Department 12/30/2025



WALKER ST

SH36

LEAGUE CITY PKWY

I-45 HWY

CALDER

Vicinity Map

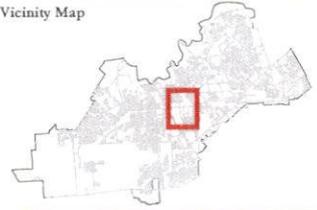


Exhibit A.4-005
LCP - SH3 to I 45
2.78 Acres



LCTX
LEAGUE CITY

Geospatial or map data maintained by the City of League City is for informational purposes and may not have been prepared for use for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate location of property boundaries. League City GIS Department 12/30/2025

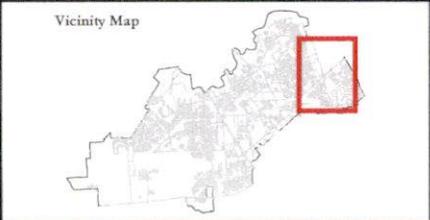
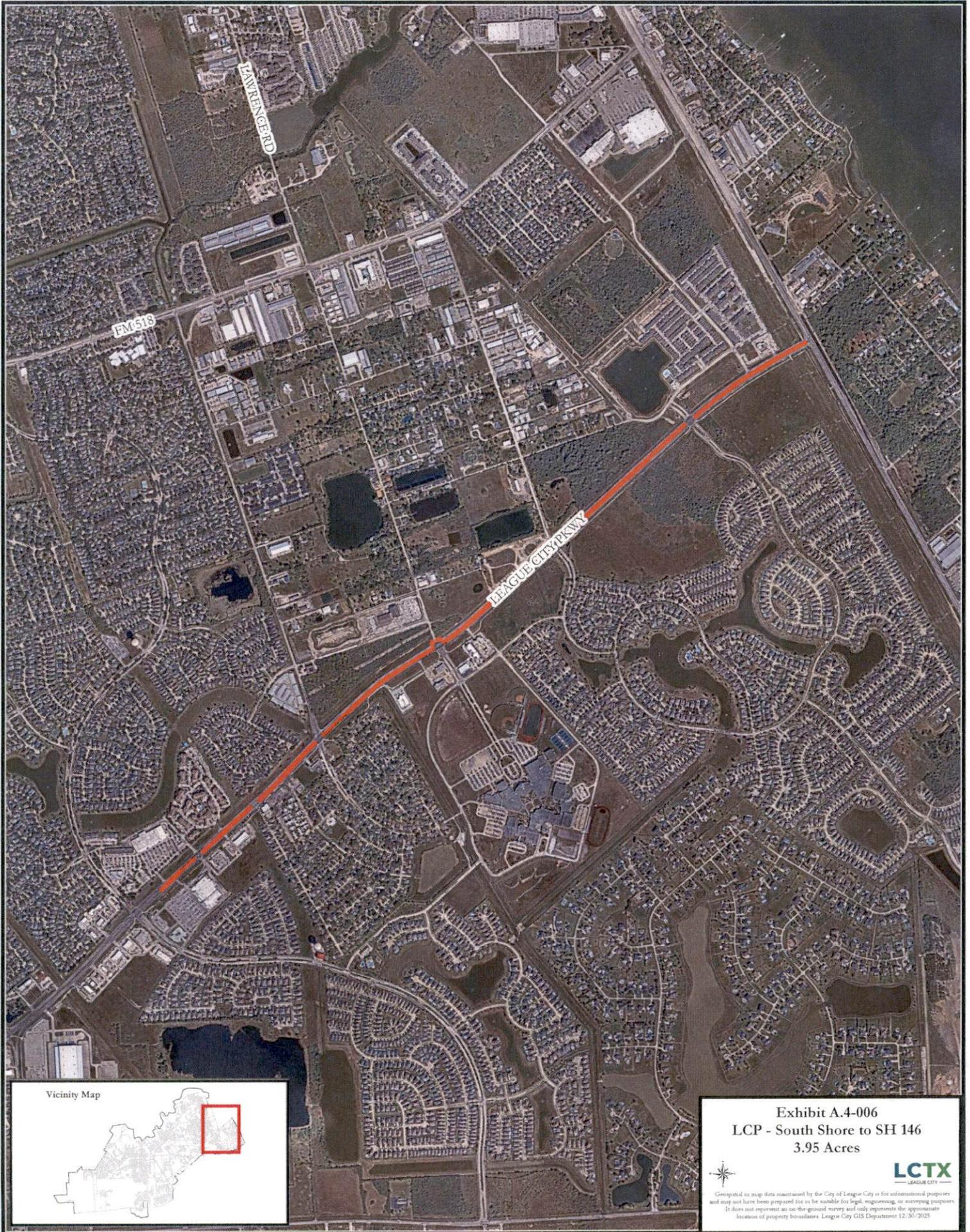
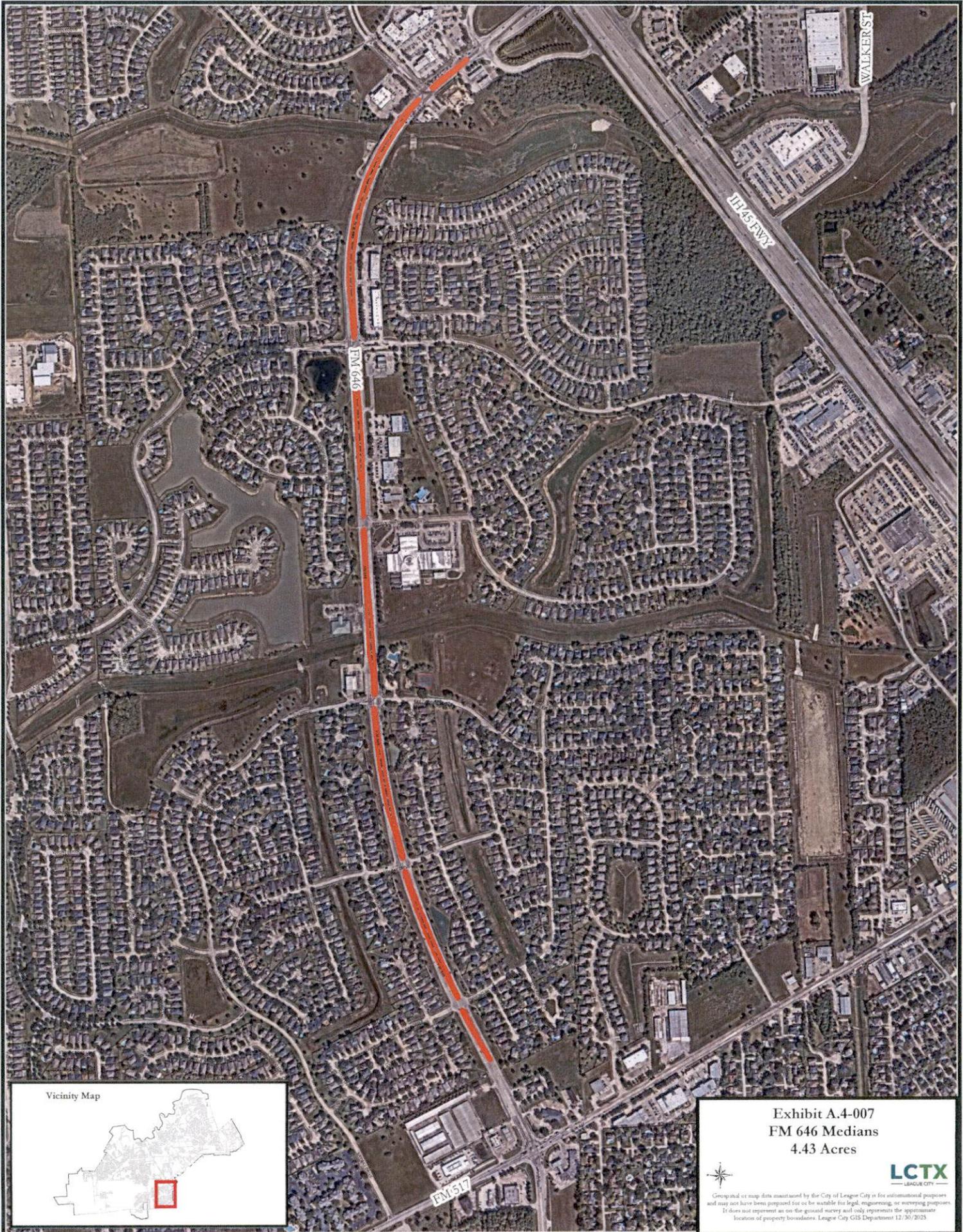


Exhibit A.4-006
 LCP - South Shore to SH 146
 3.95 Acres

LCTX
 LEAGUE CITY

Geographical or map data maintained by the City of League City is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate location of property boundaries. League City GIS Department 12/30/2025



Vicinity Map

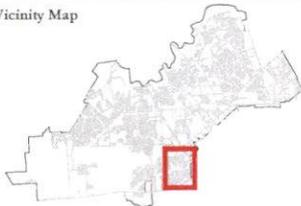


Exhibit A.4-007
FM 646 Medians
4.43 Acres



LCTX
LEAGUE CITY

Geographical or map data maintained by the City of League City is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate location of property boundaries. League City GIS Department 12/30/2023



Vicinity Map



Exhibit A.4-008
145 South Entry Sign
.33 Acres



LCTX
LEAGUE CITY

Geospatial or map data maintained by the City of League City is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate location of property boundaries. League City GIS Department 12/30/2025



EVALUATION SCORING MATRIX- SUMMARY
26-023 Median Landscape Maintenance RFP

Evaluation Criteria	Points Per Evaluator	Total Points Allowed	Brightview Landscape Services Inc.	Lightfoot Enterprises Inc.	Seril, Inc.	HJM Construction LLC	Kiki Landscaping & Construction LLC	Neo Global Enterprises LLC	Smartscaping	Texas Landscape Group	Raiderpowerlandcare LLC	Rotolo Consultants Inc	Yellowstone Landscape	Earthworks Landscape and Maintenance LLC	Silver Sand Services
Qualifications and Experience	20	80	51	47	76	37	62	73	65	17	44	77	76	64	50
Project Methodology	30	120	54	64	96	67	89	97	89	61	65	104	106	104	75
Pricing and Fees (lowest bid/other bid x 40 = proposer's price)	40	160	160	57	116	70	53	65	20	53	107	63	32	130	68
References	10	40	28	20	29	20	28	36	27	7	25	34	34	29	21
Interviews			15		90									100	
TOTAL	100	400	308	188	407	194	232	271	201	138	241	278	248	427	214

Company Name	Totals	Total Points with Interview Scores Added
Brightview Landscape Services Inc	308	308
Lightfoot Enterprises Inc	188	
Seril, Inc	407	407
HJM Construction LLC	194	
Kiki Landscaping & Construction LLC	232	
Neo Global Enterprises LLC	271	
Smartscaping	201	
Texas Landscape Group	138	
Raiderpowerlandcare LLC	241	
Rotolo Consultants Inc	278	
Yellowstone Landscape	248	
Earthworks Landscape and Maintenance LLC	427	427
Silver Sand Services	214	

3rd

2nd

1st

To: John Baumgartner, City Manager

From: Gabriella Paiz, Purchasing Supervisor

CC: Chien Wei, Director of Parks & Cultural Services
Cameron Parker, Assistant Director of Parks & Cultural Services
Ryan Couvillon, Park Ops Superintendent
Bob Simoneau, Vector & Vegetation Supervisor

Date: 2/26/2026

Re: Request for Proposal (RFP) 26-023 Median Landscape Maintenance
Evaluation and Award Recommendation

Enclosed for your review and approval is the award recommendation for Median Landscape Maintenance 26-023, released RFP, Proposal Tabulations, recommended awardee's submission, and Evaluation Summary

HISTORY

On January 8, 2026, Request for Proposal (RFP) 26-023 Median Landscape Maintenance was released to the public. The objective of the solicitation was to find qualified proposers to provide street median landscaping services at a price that is most advantageous to and best meets the needs of the City while taking into consideration the evaluation factors set forth in the RFP. The proposals were received and opened February 10, 2026 at 10 am CST.

AWARD RECOMMENDATION

After receiving thirteen (13) proposals, the proposals were evaluated and tabulated. In person interviews were conducted with the 3 highest scoring bidders on 2/25/2026. Based on scoring of the pricing as tabulated, qualifications and experience, project methodology, and references, the Purchasing Department recommends awarding the contract to Earthworks Landscape and Maintenance as the highest scoring, most qualified responsive proposer.

Gabriella Paiz
Gabby Paiz
Purchasing Supervisor