

LAWN TECH, INC.
LANDSCAPE SERVICES CONTRACT
BETWEEN
LAWN TECH, INC. AND
JOHNSON COUNTY, TEXAS

This Contract is executed by and between Lawn Tech, Inc. and Johnson County, Texas, hereinafter called CONTRACTOR AND BUYER.

It is AGREED and UNDERSTOOD that this Contract is for lawn and landscape maintenance at **Johnson County Courthouse, 2 N. Main St. and adjacent parking lot at 102 E. Chambers, Cleburne, Texas 76033** per Attachment A: Map.

The Contractor shall have landscape maintenance responsibility, per RFP 2013-311: Lawn Maintenance Services herein referred to as Attachment C, for all exterior grounds lying within the property's legal boundary lines at this address.

The Contractor's responsibilities will include the following:

1. MAINTENANCE

Based on average growing season needs. On each visit, the Foreman will assess the needs of the property and will perform the necessary tasks. Shrub and Bed Maintenance needs will vary.

A. Mowing

1. The areas to be mowed include all turf areas lying inside the legal boundary line. Mowing is to be performed in accordance to industry standards.

2. **Edging and Monofilament Trimming**

Grass around fences and building lines, trees and posts will be trimmed in accordance to industry standards. The areas to be edged include those adjacent to curbs, driveways, and sidewalks.

3. **Cleanup**

All sidewalks, driveways, parking areas and streets shall be swept, blown or vacuumed after each mowing and edging as required to remove all grass clippings. This is to be performed on the same day that the grass is mowed or edged.

B. Trimming of Trees, Shrubs, Foliage and Plants

The trimming shall be performed in a professional manner by persons sufficiently knowledgeable of the correct method of trimming according to each particular plant culture.

C. Cleaning of Beds

The Contractor shall keep the shrub beds free of all weeds and other undesirable

growth. This shall be accomplished by hand labor and/or applications of herbicide as needed throughout the term of this contract. Contractor is **not** responsible for death of plants due to lack of water, damage from storms, or other factors not under contractor's control. **Any treatments for disease or insect infestations are not included in this contract.**

D. Pick Up/Remove Debris

The Contractor shall pick up and remove any debris or litter in flower beds and/or lawn areas as needed.

2. PRE AND POST EMERGENT WEED CARE

The contractor shall apply chemicals in accordance with industry standards in order to deter weed growth.

February-March

Pre-Emergent (Deter Spring Weeds)

3. FERTILIZATION

The contractor shall fertilize in accordance with the frequency schedule below and with the amount and composition as required by the manufacturer's label.

April-May

Fertilizer

June-July

Fertilizer

Any treatments for disease or insect infestations are not included in this contract.

4. IRRIGATION SYSTEMS

Lawn Tech is not responsible for any damage to sprinkler system due to improper installation. Improper installation includes, but not limited to, sprinkler heads more than ½ inch above or below grade, valve boxes not properly secured and heads not properly packed.

5. INSURANCE

- A. The Contractor shall carry Workman's Compensation and Unemployment Insurance as required by law.
- B. The Contractor shall carry liability insurance in the following amounts: \$100,000 - \$500,000 bodily injury and minimum \$100,000 property damage.
- C. The Contractor shall supply copy of insurance coverage to Buyer upon request and/or upon any change in coverage.

6. TERMINATION PROVISIONS

This contract is effective for a one (1) year period **May 1, 2013 through April 30, 2014** except that in a case of default by the Contractor by failure to meet conditions set forth in this contract, whereby the Buyer shall have the right to cancel this contract by giving a thirty (30) days written notice to the Contractor. The Buyer agrees to give the Contractor written notice within five (5) days of any noncompliance and allow reasonable time for correction of the discrepancies prior to notifying the Contractor of its intention to cancel the contract. In the event of cancellation or termination then Johnson County shall not be required nor obligated

to pay for services beyond the effective date of the cancellation of the contract. Johnson County shall pay all costs due up to the effective date of the cancellation or termination of the contract. Notwithstanding any other provision, this contract may be cancelled by either party upon thirty (30) days written notice to other party.

7. CONTRACT RENEWAL OPTION

The contract shall renew annually pending approval by Contractor and acceptance by Johnson County Commissioners' Court. The Contractor reserves the right to increase costs annually up to 10% as and if necessary for any of the four (4) additional one (1) year periods. Increases in rates shall be submitted to Buyer thirty (30) days prior to the renewal date and are subject to approval by Commissioners' Court.

8. EARLY TERMINATION OF CONTRACT AND LATE FEES

In the event that Buyer cancels before contract matures, a pro-rated statement will be sent showing cost of services to date less the amount paid to date. Statements are due upon receipt. Any amount not paid within thirty (30) days is past due.

9. CONTRACT AMENDMENTS


A. This contract may be amended from time to time by mutual agreement of both the Contractor and the Buyer.

B. All amendments shall be in writing and approved by the Buyer and the Contractor's authorized representative.

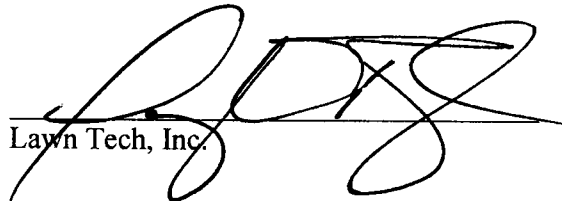
C. Any conflicts between this contract and Attachment C, Attachment C shall prevail.

10. PAYMENT TERMS

The Buyer shall pay to the Contractor as its fee for providing the services as submitted in RFP 2013-311: Lawn Maintenance Services. To wit: Buyer will pay to Contractor each month the fee set out for such month in Attachment B which is attached hereto and incorporated herein for all purposes, subject to such annual increase as may have been approved within the parameters of Section 7 above. The Buyer will pay the entire balance due for services rendered as set forth above and following the Contractor's monthly statement within thirty (30) days of the statement date or otherwise pursuant to Texas law for the making of payments by local government entities.


County Judge

6/10/13
Date


Lawn Tech, Inc.

6/4/13
Date

Attachment A

Map of designated areas for lawn maintenance services.



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RFP 2013-311: Lawn Maintenance Service

Initials *BT*

Page 4

Lawn Services Courthouse 2013

Attachment B

**Quote Sheet for
Johnson County Lawn Maintenance Service**

| Services per Month/weekly | Guinn Justice Center | Parking lot @ Guinn | County Courthouse | Parking lot @ 102 E. Chambers |
|---|----------------------|---|-------------------|--------------------------------------|
| January (1) | \$ 420.00 | Cost included with Guinn Justice Center | \$ 97.00 | Cost included with County Courthouse |
| February (1) | \$ 420.00 | | \$ 97.00 | |
| March (3) | \$ 1,260.00 | | \$ 291.00 | |
| April (4) | \$ 1,680.00 | | \$ 388.00 | |
| May- Sept (weekly) | \$ 9,240.00 | | \$ 2,134.00 | |
| October (3) | \$ 1,260.00 | | \$ 291.00 | |
| November (2) | \$ 840.00 | | \$ 194.00 | |
| December (1) | \$ 420.00 | | \$ 97.00 | |
| Fertilize (2) Twice per year | \$ 434.00 | | \$ 126.00 | |
| Weed Control (1) Once per year in early spring | \$ 434.00 | ✓ | \$ 126.00 | ✓ |

Specify any additional costs: _____

Any comments, additions, and/or exclusions shall be provided on separate page(s).

See attached sheets

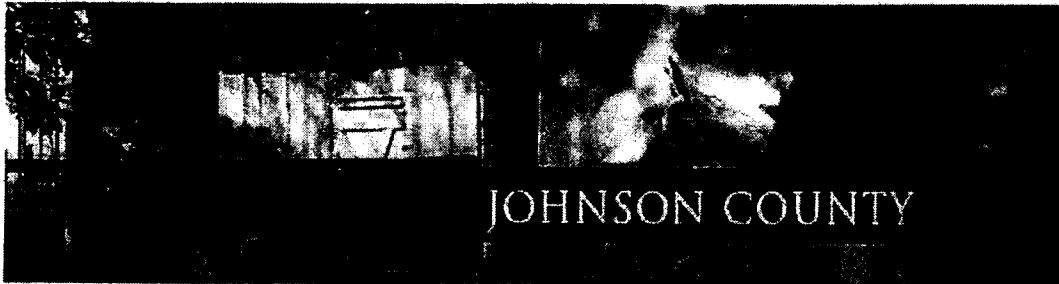
VENDOR NAME

Lawn Tech, Inc.

REQUEST FOR PROPOSAL

Lawn Maintenance Service

JOHNSON COUNTY



RFP 2013-311

DUE DATE: April 9, 2013

BY 2:00 P.M.

Johnson County
1102 E. Kilpatrick, Ste B
Cleburne, TX 76031
(817) 556-6384
www.johnsoncountytexas.org

INSTRUCTIONS/TERMS OF CONTRACT:

SUBMISSION OF PROPOSALS: Three (3) complete sets of all Proposal documents (original and two (2) copies) shall be sealed and submitted as vendor's response to:

Johnson County Purchasing
Margaret Cook, CPPB, Purchasing Agent
1102 E. Kilpatrick, Suite B
Cleburne, Texas 76031

Sealed Proposals shall be received no later than: 2:00 P.M., April 09, 2013.

MARK ENVELOPE: PROPOSAL 2013-311 FOR Lawn Maintenance Service FOR JOHNSON COUNTY.

LATE PROPOSALS: Proposals received in the County Purchasing Department after submission deadline will be considered void and unacceptable. Johnson County is not responsible for lateness or non-delivery by mail service/carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time of receipt.

ALL PROPOSALS MUST BE RECEIVED IN THE JOHNSON COUNTY PURCHASING DEPARTMENT BEFORE THE DESIGNATED DUE DATE AND TIME.

PROPOSALS SHALL INCLUDE: This PROPOSALS and all additional documents submitted. Each Proposal shall be place in a sealed envelope and marked clearly on the outside as directed in the COVER SHEET. FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

The enclosed Request for Proposal and accompanying Specifications are for the vendor's convenience in submitting an offer for the enclosed referenced products and/or services for Johnson County.

Johnson County appreciates vendor's time and effort in preparing this Proposal. Proposals received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. Vendors are invited to attend the opening.

Awards are usually made in a Regular Session of the Johnson County Commissioners' Court, following the Proposal opening. Results will be sent to those who submitted a Proposal.

IT IS UNDERSTOOD that the Commissioners' Court of Johnson County, Texas reserves the right to reject any or all Proposals as it may deem to be in the best interests of Johnson County. Receipt of any Proposal shall under no circumstances obligate Johnson County to accept the lowest dollar submission. The award of the contract shall be made to the responsible vendor, whose Proposal is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for Proposal. Johnson County also reserves the right to award all or part of a Proposal unless otherwise stated in the specifications.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the Proposal, guaranteeing authenticity.

WITHDRAWAL OF PROPOSALS: A Proposal may not be withdrawn or canceled by the vendor without the permission of the County for a period of ninety (90) days following the date designated for the opening of proposal, and vendor so agrees upon submittal of vendor's Proposal. Proposal may be withdrawn at any time prior to the official opening by notifying the Johnson County Purchasing Department in writing.

PROPOSAL WILL BE received and publicly acknowledged at the location, date and time stated in the COVER SHEET. Vendors, their representatives and interested persons may be present. *The Proposal shall be received and acknowledged only so as to avoid disclosure of the contents to competing vendors and kept secret during negotiations.* However, all submissions shall be open for public inspection after the contract is awarded, except for trade secrets, financial information, and other confidential information contained in the proposal and identified as such by vendor. As applicable, submit a minimum of one copy of confidential information, sealed and marked as confidential with submission.

CONTRACT: This Proposal, accompanying documents, and any negotiated terms, when properly accepted by the Johnson County Commissioners' Court, shall constitute a contract equally binding between the successful vendor and Johnson County. No different or additional terms will become a part of the contract with the exception of Change Orders.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall include support documents. Johnson County reserves the right to accept or reject any/all redetermination as it deems to be in the best interest of the County.

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a **CONFLICT OF INTEREST QUESTIONNAIRE** by certain individuals and businesses. The Conflict of Interest Disclosure Information and a Conflict of Interest Questionnaire are enclosed. **COMPLETE FORM AND SUBMIT WITH PROPOSAL.**

ETHICS: The vendor and/or vendor's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Johnson County.

EXCEPTION/SUBSTITUTIONS: All Proposals meeting the intent of this request for Proposal will be considered for negotiations. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the submission. If offering other than specification, vendor must certify article offered is equivalent to specifications. When offering other than specified brand, vendor shall submit as part of the PROPOSAL, specifications, illustrations, and complete descriptive literature. The absence of

such a list shall indicate that the vendor has not taken exception(s) and the vendor shall be responsible for performing in strict accordance with the specifications of the PROPOSAL. Johnson County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) it deems to be in the best interest of the County.

SUCCESSFUL VENDOR SHALL defend, indemnify and save harmless Johnson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from Proposal award. Successful vendor shall pay any judgment with costs, which may be obtained, against Johnson County growing out of such injury or damages.

CONTRACT ADMINISTRATOR: The contract administrator, Purchasing Agent, will serve as sole liaison between the Johnson County Commissioners Court and affected Johnson County Departments and the successful vendor. Unless directly outlined in this specification the vendor shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this PROPOSAL throughout the Proposal process. The Contract Administrator has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful vendor must state therein the reasons for such cancellation. Johnson County reserves the right to award canceled contract to next best vendor as it deems to be in the best interest of the County.

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

INSURANCE REQUIREMENTS: Vendor shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, vendor's agents, representatives, employees or subcontractors. The cost of such insurance shall be the responsibility of the vendor. The County, all public officials, employees, and volunteers shall be named as additional insureds.

A. Minimum Limits of Insurance

Comprehensive General Liability, to include contractual liability:

1. Commercial and Comprehensive Liability
 - \$ 1,000,000.00 CSL BI & PD per Occurrence
 - \$ 2,000,000.00 General Aggregate
 - \$ 2,000,000.00 Products/Completed Operations Aggregate
 - \$ 1,000,000.00 Personal/Advertising Injury
 - \$ 3,000,000.00 Fire damage

2. Automobile Liability
 - \$ 1,000,000.00 each accident Combined Single Liability
 - \$ 1,000,000.00 each accident uninsured/Underinsured Motorists combined Single Liability

All owned, non-owned, hired and all vehicles used by Vendor with a combined single limit of \$ 1,000,000.00 covering personal injury (including bodily injury and property damage).

3. Worker's Compensation
 - Statutory - V.T.C.A., Labor Code, Chapter 401 ET.SEQ.

B. Other Insurance Provisions:

1. All Coverage's

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to County.

C. Acceptability of Insurers:

Insurance is to be placed with insurers licensed in the State of Texas, rated by Moody's Investors Service Inc., and rated A- or better by A. M. Best or A or better by Standard and Poors.

D. Verification of Coverage:

Vendor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received by the County prior to commencement of any work. The County reserves the right to require complete, certified copies of all insurance policies at any time.

ANY QUESTIONS relating to this Request for Proposals and Specification(s) shall be directed to Margaret Cook, CPPB, Purchasing Agent, in writing by fax (817-556-6385) or by email PUR@johnsoncountytexas.org.

**RFP 2013-311: Lawn Maintenance Service
for Johnson County, Texas**

Scope: This contract for Lawn Maintenance services for a one (1) year period, effective May 1, 2013 to April 30, 2014, with an option to renew for four (4) additional one (1) year periods. Johnson County reserves the right to reject any and all bids and/or to purchase from any State contract and/or inter-local agreements and/or to contract with multiple vendors, whichever is in the best interest of the County. Acceptance of this bid by Commissioners' Court shall constitute a contract between Johnson County and vendor.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall include support documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

Requirements: Johnson County is requesting proposals for Lawn Maintenance at various locations throughout Johnson County. The following properties are as follows:

- The Guinn Justice Center location is 204 S Buffalo, Cleburne, TX
- Parking Lot adjacent from Guinn Justice Center on Buffalo, Cleburne, TX
- The County Courthouse location is 2 N. Main Street, Cleburne, TX
- Parking Lot located at 102 E. Chambers, Cleburne, TX

See **Attachment A** for map of locations.

Johnson County may add or delete properties on the above list. Johnson County shall give the vendor the opportunity to view new properties as they are added. Vendor may then discuss with Purchasing Agent what price should be added and reason for additional price as needed.

General Lawn Maintenance required, but not limited to, is as follows:

- Lawn Maintenance shall be done four (4) times per month and/or once a week as scheduled (see Lawn Maintenance Schedule below);
- Mow the grass (lawn);
- Weed eat and edge;
- Pick up any debris or litter in flower beds and/or lawn areas;
- Remove weeds from flower beds;
- Trim any trees, foliage, bushes or plants, as needed;
- Planting and removal of bushes or plants, as needed;
- Fertilize lawn areas twice (2) a year, as needed; and,
- Pre-emergent for weeds once (1) a year, as needed.

Vendor shall submit one (1) quote per schedule:

LAWN MAINTENANCE SCHEDULE

| | | |
|-----------------|----------|----------|
| January | 1 | |
| February | 1 | |
| March | 3 | |
| April | 4 | |
| May – September | 22 | (weekly) |
| October | 3 | |
| November | 2 | |
| December | <u>1</u> | |
| TOTAL | 37 | |

Fertilize two (2) times per year

Weed control once (1) in early Spring, as needed

*Times/days are to be set by the Service. We do ask that mowing is not done around the Courthouse during Commissioner's Court (2nd and 4th Monday of the month 9:00 am to 5:00 pm) due to the noise effecting the Courtroom. A Commissioner's Court Schedule can be provided upon request.

Vendors wanting to view properties shall contact Johnson County Public Works, David Trew at 817-556-6380.

Attachment A

Map of designated areas for lawn maintenance services.



**Quote Sheet for
Johnson County Lawn Maintenance Service**

| Services per Month/weekly | Guinn Justice Center | Parking lot @ Guinn | County Courthouse | Parking lot @ 102 E. Chambers |
|--|----------------------|---|-------------------|--------------------------------------|
| January (1) | # 420.00 | Cost included with Guinn Justice Center | # 97.00 | Cost included with County Courthouse |
| February (1) | # 420.00 | | # 97.00 | |
| March (3) | # 1,260.00 | | # 291.00 | |
| April (4) | # 1,680.00 | | # 388.00 | |
| May- Sept (weekly) | # 9,240.00 | | # 2,134.00 | |
| October (3) | # 1,260.00 | | # 291.00 | |
| November (2) | # 840.00 | | # 194.00 | |
| December (1) | # 420.00 | | # 97.00 | |
| Fertilize Twice per year (2) | # 434.00 | | # 126.00 | |
| Weed Control (1) Once per year in early spring | # 434.00 | ✓ | # 126.00 | ✓ |

Specify any additional costs: _____

Any comments, additions, and/or exclusions shall be provided on separate page(s).

See attached sheets

Comments:

Lawn Tech, Inc. recommends one (1) additional weed control in the fall to help control winter weeds. This will help improve appearance of lawn areas in December, January and February when only receiving one (1) mowing. Cost of additional weed control application would be:

Guinn Justice Center and Parking - \$434.00

County Courthouse and Parking - \$126.00

Comments:

Regarding the option to renew for four (4) additional one (1) year periods: Lawn Tech, Inc. reserves the right to increase costs annually up to 10% as and if necessary.

VENDOR ACKNOWLEDGEMENT

Until a contract resulting from this process is executed, no employee agent or representative of any professional services provider shall make available or discuss it proposal with the press, any elected official or appointed official or officer of the district, or any employee, agent or other representative of the county, unless given permission to do so in writing by the Johnson County Purchasing Agent, Margaret Cook, CPPB.

The Bidder hereby offers to furnish and deliver terms there stated and in strict accordance with the specifications and general conditions of bidding all of which are made a part of this offer.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other offeror, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid. Further, the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.

NAME OF BUSINESS: Lawn Tech, Inc.

ADDRESS: 302 W. Smith St.

CITY/STATE/ZIP: Cleburne, Tx 76033

OFFICE PHONE: (817) 645-7575 FAX PHONE: (817) 517-6446

CELL PHONE: (817) 825-2067 EMAIL: dtaylor@lawntechinc.com

AUTHORIZED SIGNATURE: 

PRINTED NAME: Darryle Taylor

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Johnson County requires a Residence Certification. §2252.001 *et seq.* of the Texas Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that Lawn Tech, Inc. is a Resident Bidder of Texas
(Company Name)
as defined in Texas Government Code §2252.001.

I certify that _____ is a Nonresident Bidder as
(Company Name)
defined in Texas Government Code §2252.001 and our principal place of business is

(City and State)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/11/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|----------|--|---|-------------------------------|
| PRODUCER | MARSHALL YOUNG INSURANCE 1470 W. HENDERSON P.O. BOX 39 CLEBURNE TX 76033-0039 | CONTACT NAME: JAN HILLEY PHONE (A/C, No, Ext): (817) 645-9155 E-MAIL ADDRESS: jan@marshallyoung.com | FAX (A/C, No): (817) 641-2538 |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED | DARRYLE TAYLOR LAWN TECH, INC. P O BOX 1132 CLEBURNE TX 76033-1132 | INSURER A: STATE AUTO INS. COS | |
| | | INSURER B: AMERICAN HALLMARK OF TX | |
| | | INSURER C: | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR NO | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|-------------|--|--------------|------------|---------------|----------------------------|----------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | BOP2603327 | 03/27/2013 | 03/27/2014 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 |
| | GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | BAP2319658 | 03/27/2013 | 03/27/2014 | COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | AHWC0949 | 03/27/2013 | 03/27/2014 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| | DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) JOB: ARBORS OF CLEBURNE | | | | | | |

CERTIFICATE HOLDER

CANCELLATION

AI 004798

LUMA CORP. INC.
ATTN: EXECUTIVE ASST.
8300 DOUGLAS, SUITE 729
DALLAS TX 75225

S. P. H. E.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Beel V. Young

Fax: () -

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