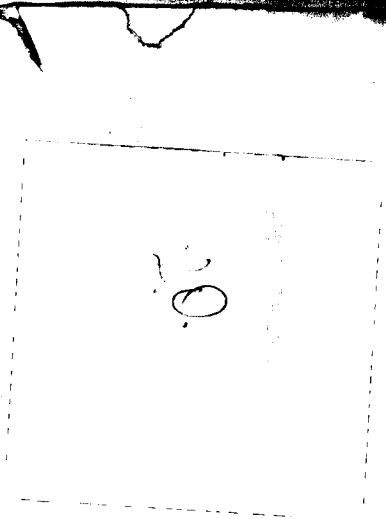




commercial landscaping  
maintenance and  
irrigation systems

P.O. Box 199  
Lillian, TX 79061



\* RFP 2013-315 For landscaping services for  
Emergency Management Center for Johnson County

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

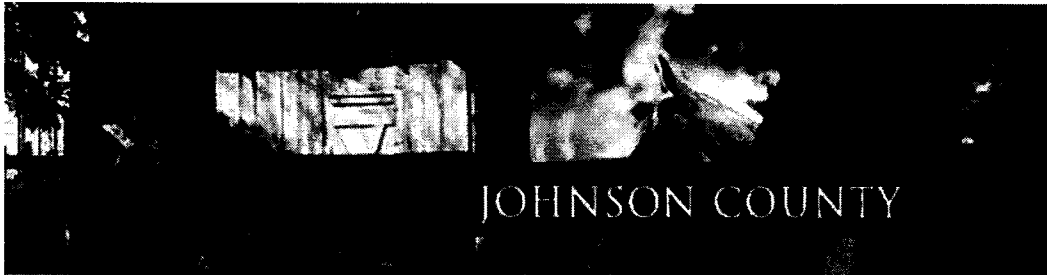
VENDOR NAME

Earthworks, Inc.

## REQUEST FOR PROPOSAL

Landscaping Services  
For Emergency Management Center

# JOHNSON COUNTY



RFP 2013-315  
DUE DATE: May 7, 2013  
BY 2:00 P.M.

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

**ORIGINAL**

**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., May 7, 2013.**

**MARK ENVELOPE: RFP 2013-315 FOR LANDSCAPING SERVICES FOR EMERGENCY MANAGEMENT CENTER 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.

PROPOSAL SHALL INCLUDE: This RFP and all additional documents submitted. Each proposal shall be place in a sealed envelope, **signed by a person having authority to bind the firm in a contract** 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. Vendors are invited to attend.

If vendor does not wish to submit a proposal at this time, but wishes to remain on the vendor list for this commodity, please submit a "No Offer" by the same time and at the same location as stated in the COVER SHEET. If a response is not received in the form of a "Proposal", "Bid" or "No Offer", vendor shall be removed from the vendor list. For the vendor's convenience, a "No Offer" response is acceptable by fax. If vendor wishes to be removed from the vendor list, or to change contact information and/or to be added to the vendor list for another commodity, please contact the Johnson County Purchasing Department. Include as much of the following information as possible when making such a request: Company Name, Representative, Address, Telephone Number, Fax Number and commodity and/or service provided.

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 proposals. Johnson County also reserves the right to award all or part of a proposal unless otherwise stated in the specifications.

**FUNDING:** Funds for payment have been provided through the Johnson County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Johnson County fiscal year shall be subject to budget approval.

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

**WITHDRAWAL OF PROPOSAL:** 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 proposals, and vendor so agrees upon submittal of vendor's proposal. Proposals may be withdrawn at any time prior to the official opening by notifying the Johnson County Purchasing Department in writing.

**PROPOSALS 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 proposals 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.

**PERMITS:** All construction related permits, fees, and licenses required by any government entity or agency are the responsibility of the vendor and shall be a part of the proposal.

**SALES TAX:** Johnson County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore the proposal shall not include sales taxes. Tax exemption certificates will be executed by the Johnson County Purchasing Department.

**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. Prices shall remain firm for the entire contract period. 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 supporting 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.

**CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract **SHALL** be made in writing to the Johnson County Purchasing Department, who shall submit change order to the Johnson County Commissioners' Court for approval. No item, service, etc. on change orders shall be acted upon before it has been approved by the Johnson County Commissioners' Court.

**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.

**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 RFP, 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 RFP. 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.

**DESCRIPTIONS:** Whenever an article or material is defined or used in the RFP specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Proposals must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

**ADDENDUM:** Any interpretations, corrections or changes to this RFP and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court and/or the Purchasing Department. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the RFP. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.

PROPOSAL MUST COMPLY with all federal, state, county and local laws concerning the type of article and/or service being offered.

DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

ALL HARDWARE, OR ANY OTHER ITEM offered in this proposal must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE vendors: A prospective vendor must affirmatively demonstrate vendor's responsibility. A prospective vendor must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics; and,
5. Be otherwise qualified and eligible to receive an award.

Johnson County may request representation and other information sufficient to determine vendor's ability to meet the minimum standards listed above.

FACTORS IN AWARD: Proposals will be based on, but not limited to, the following factors: unit price, total bid price, delivery date, results of any testing or demonstrations, special needs of Johnson County, prior experience with this or similar products or services, vendor reputation, vendor's past performance record with Johnson County or other counties, an evaluation of the vendor's ability, estimated cost of supplies and/or maintenance, warranty terms, ability to integrate with equipment already owned by the County, and estimated surplus values. In general, Johnson County will award an agreement or contract to the vendor whom, in the judgment of the Johnson County Commissioners Court, is best able to provide the product or services most likely to satisfy the needs of the County, allowing the county optimum value for the public funds expended. By state law, Johnson County is bound to purchase from the responsible vendor who submits the lowest and/or best bid.

REFERENCES: **Johnson County requests vendor to submit, with this RFP, a list of references (listing name, mailing address, and telephone number), of at least three (3) and not to exceed five (5) in number, who can attest to the ability of the vendor to supply/perform the goods/services under the contract being bid. REFERENCES PROVIDED SHALL BE OTHER COUNTY GOVERNMENT ENTITIES WHEN POSSIBLE.**

VEDNOR SHALL PROVIDE with this response, all documentation required by this RFP. Failure to provide this information may result in rejection of submission.

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.

**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.

**TERMINATION FOR DEFAULT:** Johnson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Johnson County reserves the right to terminate the contract immediately in the event the successful vendor fails to:

1. Meet delivery or completion schedules;
2. Otherwise perform in accordance with the accepted submission;
3. Submit Verification of Insurance prior to commencement of work; and,
4. Submit Bid, Performance, or Payment Bond, as applicable, prior to commencement of work.

Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere and charge the full increase in cost to the defaulting vendor.

**REPRESENTATIVE SUBMITTING OFFER** 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 vendor, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other vendor or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that 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, services or equipment bid on, or to influence any person to bid or not to bid thereon.

The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set forth in this document and is a part of the proposal, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals are opened.

**PATENTS/COPYRIGHTS:** The successful vendor agrees to protect Johnson County from claims involving infringements of patents and/or copyrights.

**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 RFP 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.

**TESTING:** Testing and/or samples may be requested by Johnson County prior to proposal award. Any sample that fails testing may be considered as not complying with County's specifications and such a situation will be sufficient reason to reject an offer. Samples and/or testing, when required, shall be furnished free of expense to the County.

**PURCHASE ORDER:** Johnson County shall generate a purchase order(s) to the successful vendor(s). The Purchase Order number must appear on all itemized invoices and/or packing slips. Johnson County will not be held responsible for any orders/services placed/delivered without a valid current purchase order approved by the Johnson County Purchasing Department.

**PACKING SLIPS** or other suitable shipping documents shall accompany each special order shipment and shall include:

- (a) Name and address of successful vendor;
- (b) Name and address of receiving department and/or location;
- (c) Johnson County Purchase Order number; and,
- (d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.

Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

**INVOICES** must show all information as stated above, and will be issued for each purchase order.

**PAYMENTS** are processed upon receipt of invoice and after the Contract Administrator has determined that the items have been received in good condition, that all terms have been met, and that no unauthorized substitutions have been made. All payments must be approved in the regular meetings of the Commissioners Court, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful vendor(s) is required to pay subcontractors within ten (10) days. **The Johnson County Commissioners' Court meet in Regular Session every second and fourth Monday of each month. Late invoices will be paid on the next Regular Session of Johnson County Commissioners' Court with no**



**additional charges to Johnson County. Only original invoices will be accepted.** In the case of a holiday being on the day of Regular Session, court is held on the next scheduled business day.

EQUIPMENT/GOODS/SERVICES supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.

**WARRANTY:** Successful vendor shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

**REMEDIES:** The successful vendor and Johnson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**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.

**ASSIGNMENT:** The successful vendor shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Johnson County.

**SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**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 Pools.

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.

**BOND REQUIREMENTS:** If applicable, a Bid Bond may be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is for proposal for the construction of public works, or will be under a contract exceeding \$ 100,000.00, Johnson County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a proposal by Johnson County Commissioners' Court, the successful vendor shall furnish a performance bond to Johnson County for the full amount of the contract if the contract exceeds \$ 50,000.00. Such

bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond (Bond for Labor and Material) shall be required. Pursuant to the provisions of V.A.T.S., Article 5160 and Government Code 2253, if the amount of the contract awarded to the successful vendor exceeds \$ 50,000.00, then said successful vendor shall execute a payment bond in the amount of the contract, solely for the protection and use of payment bond beneficiaries with awarded vendor, all claimants supplying labor and material in the performance of the work provided for in said contract, for use of each such claimant.

**Vendor shall provide the following with bid submission:**

1. References of any city and/or county agencies currently doing business with vendor along with outside firms. Provide entity name, contact name, address, telephone number, and/or email address;
2. Completed W9 Form; and,
3. Other documentation as may be specified within this proposal.

ANY QUESTIONS relating to this Request for Proposal 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](mailto:PUR@johnsoncountytexas.org).

**RFP 2013-315: REQUEST FOR PROPOSAL  
LANDSCAPING SERVICES**

**GENERAL PURPOSE**

Johnson County is requesting sealed proposal for Landscaping Services for the Emergency Management Center located at 810 E. Kilpatrick Cleburne, TX 76031.

**SPECIFICATIONS**

- Landscape planting including shrubs, ground cover, trees, bermuda hydro mulch lawn, grasses, and necessary work and materials for a complete installation as required on the drawings.
- Irrigation installation including bubblers, drip irrigation, valves, filters, meters and control wiring for a complete installation as required on the drawings.
- All specifications are on the drawings.

**RFP 2013-315: LANDSCAPING SERVICES  
QUOTE SHEET**

Vendor shall have the ability to fulfill the landscaping services as described in this proposal. Vendor may submit a quote for any individual section of this specification. Having read and understood the Instructions, Terms of Contract, insurance and specifications, vendor submits the following;

PROPOSAL FORM

LANDSCAPING SERVICES  
EMERGENCY OPERATIONS CENTER  
JOHNSON COUNTY  
1102 E KILPATRICK, STE B  
CLEBURNE, TEXAS 76031

BID OF: Earthworks, Inc.  
(Name)

5/2/13  
(Date)

Gentlemen:

1. SITE LANDSCAPING BID ONLY (\_\_\_\_\_)

Having carefully examined the drawings and specifications and related documents; having inspected the site of proposed project; and being familiar with such local conditions as may affect the project; I (we) agree to furnish all labor, materials, and to perform all landscaping work described in the specifications and drawings shown on sheets L1.00 and L1.01 for the base bid sum:

Fourteen thousand two hundred seven DOLLARS (\$ 14,207.00 )

2. SITE IRRIGATION BID ONLY (\_\_\_\_\_)

Having carefully examined the drawings and specifications and related documents; having inspected the site of proposed project; and being familiar with such local conditions as may affect the project; I (we) agree to furnish all labor, materials, and to perform all irrigation work described in the specifications and drawings shown on sheets L2.00 and L2.01 for the base bid sum:

Fifteen thousand five hundred DOLLARS (\$ 15,500.00 )

3. COMBINED SITE LANDSCAPING AND SITE IRRIGATION BID (\_\_\_\_\_)

Having carefully examined the drawings and specifications and related documents; having inspected the site of proposed project; and being familiar with such local conditions as may affect the project; I (we) agree to furnish all labor, materials, and to perform all irrigation work described in the specifications and drawings shown on sheets L1.00, L1.01, L2.00 and L2.01 for the base bid sum:

Twenty nine thousand seven hundred seven DOLLARS (\$ 29,707.00 )

(NOTE: Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

The undersigned agrees, if awarded the contract, to execute contract and bonds within 10 calendar days after notification of award, and to commence work no later than 10 days from date of "Notice to Proceed" from the Architect; and to achieve substantial completion of the project within \_ consecutive calendar days.

The undersigned further agrees that, from the compensation otherwise to be paid, the Owner may retain the sum of \$100.00 for each consecutive calendar day after the completion date that the work remains uncompleted, which sum is agreed upon as the proper measure of the liquidated damages which the Owner will sustain per diem by the failure of the undersigned to complete the project at the time stipulated in the contract. This sum is not be construed in any sense a penalty. I (we) acknowledge receipt of the following addenda to drawings and project manual, all of the provisions and requirements of which have been taken into consideration in preparation of the foregoing bid:

Addendum No. 1 Date \_\_\_\_\_

Addendum No. 3 Date \_\_\_\_\_

Addendum No. 2 Date \_\_\_\_\_

Addendum No. 4 Date \_\_\_\_\_

Respectfully submitted,

Earthworks, Inc.  
(Contractor)

Shawn Callaway  
(By)

Manager / Landscape Architect  
(Title)

PO Box 199 Lillian, Tx 76061  
(Business Address)

(817) 477-3910  
(Telephone)

(Seal – if bid is by a Corporation)

## 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 its 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: Earthworks, Inc.

ADDRESS: PO Box 199

CITY/STATE/ZIP: Lillian, TX 76061

OFFICE PHONE: 817-477-3910 FAX PHONE: 817-477-3310

CELL PHONE: 214-422-7289 EMAIL: Shaun@earthworksdfw.com

AUTHORIZED SIGNATURE: 

PRINTED NAME: Shaun R. Callaway

### 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 Earthworks, 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)



## VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal. **THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.**

### REFERENCE ONE:

GOVERNMENT /COMPANY/BUSINESS NAME: Alvarado ISD	
ADDRESS/CITY/STATE/ZIP: PO Box 387 Alvarado, Tx 76009	
CONTACT NAME/TITLE: Mr. Jeff Dixon	
BUSINESS PHONE/FAX: 817-783-6955	
CONTRACT PERIOD: ongoing maintenance Contract	SCOPE OF WORK: Weekly Maintenance/Irrigation/Landscaping

### REFERENCE TWO:

GOVERNMENT /COMPANY/BUSINESS NAME: Lockheed Martin Aeronautics	
ADDRESS/CITY/STATE/ZIP: #1 Lockheed Blvd. Ft. Worth, Tx 76108	
CONTACT NAME/TITLE: Tonya Turner	
BUSINESS PHONE/FAX: 817-777-6960	
CONTRACT PERIOD: ongoing on-call - Contract	SCOPE OF WORK: Maintenance/Irrigation/Landscaping

### REFERENCE THREE:

GOVERNMENT /COMPANY/BUSINESS NAME: American Airlines- Alliance Maintenance Facility	
ADDRESS/CITY/STATE/ZIP: Alliance Airport Ft. Worth, Tx 76161	
CONTACT NAME/TITLE:	
BUSINESS PHONE/FAX: 817-224-0858	
CONTRACT PERIOD: Ongoing maintenance Contract	SCOPE OF WORK: Weekly Maintenance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/30/2013

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).

<b>PRODUCER</b> IBTX Risk Services DFW 6363 N. State Highway 161 Suite 100 Irving TX 75038	<b>CONTACT NAME:</b> Donna Mobley <b>PHONE (A/C, No, Ext):</b> 214-989-7100 <b>E-MAIL ADDRESS:</b> service@ib-tx.com	<b>FAX (A/C, No):</b> 214-596-9030
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Earthworks, Inc. P.O. Box 199 Lillian TX 76061	<b>INSURER A :</b> Employers Mutual Casualty <b>NAIC #</b> 21415	
	<b>INSURER B :</b> Texas Mutual Insurance Co <b>22945</b>	
	<b>INSURER C :</b> Employers Mutual Casualty Ins Cos <b>21407</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
<b>INSURER F :</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 1637461759      **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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> <b>POLICY</b> <input checked="" type="checkbox"/> <b>PRO-JECT</b> <input type="checkbox"/> <b>LOC</b>			4D7 64 97 - 13	1/1/2013	1/1/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> <b>ANY AUTO</b> <input type="checkbox"/> <b>ALL OWNED AUTOS</b> <input type="checkbox"/> <b>SCHEDULED AUTOS</b> <input checked="" type="checkbox"/> <b>HIRED AUTOS</b> <input checked="" type="checkbox"/> <b>NON-OWNED AUTOS</b>			4E7 64 97 - 13	1/1/2013	1/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input type="checkbox"/> <b>DED</b> <input checked="" type="checkbox"/> <b>RETENTION \$ \$10,000</b>			4J7 67 97 - 13	1/1/2013	1/1/2014	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	TSF0001248108	1/1/2013	1/1/2014	<input checked="" type="checkbox"/> <b>WC STATUTORY LIMITS</b> <input type="checkbox"/> <b>OTHER</b> 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)**

The General Liability and Automobile policies include a blanket automatic additional insured endorsement [CG7650 09/09, CA7270 03/07] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability, Automobile, and Workers' Compensation policies include a blanket automatic waiver of subrogation endorsement [CG7555 11/04, CA7392 12/05, WC420304A 01/00] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires such status. Primary Non-Contributory wording per endorsement form [CG7650 09/09]. Cancellation see attached [CG0205 12/04, WC420601]. Umbrella policy applies per attached [CU0001 12/07].

**CERTIFICATE HOLDER**      **CANCELLATION**

Emergency Management Center 810 Kilpatrick Cleburne TX 76031	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 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONTRACT WITH YOU**

This endorsement modifies the insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**A. SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization when you have agreed in a written contract that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products - completed operations hazard" but only if:
  - (1) A written contract requires you to provide such coverage to such additional insured; and
  - (2) The coverage form to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

**B.** The insurance provided to these additional insureds under this endorsement applies only:

1. If the "bodily injury", "property damage" or "personal and advertising injury" takes place subsequent to the execution of such written contract; and
2. While such written contract is in force.

**C.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

1. This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural, engineering or surveying activities.

**2.** There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on the behalf of the additional insured.

However, if a written contract requires you to defend or indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to what is required in such written contract.

**3.** This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage form.

**D.** The Limits of Insurance applicable to the additional insured are those specified in the Declarations of this policy or in the written contract, whichever is lower. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

**E.** Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether that insurance is primary, excess, contingent or on any other basis, unless you and the additional insured have specifically agreed in a written contract that this insurance be primary.

**When coverage is provided on a primary basis we will not seek contribution from any other insurance available to the additional insured if a written contract requires that this insurance be noncontributory.**

**F.** All other terms and conditions of this policy remain unchanged.

NAMED INSURED: Earthworks, Inc.

POLICY NUMBER: 4D7 64 97 - 13

**COMMERCIAL GENERAL LIABILITY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN  
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

NAMED INSURED: Earthworks, Inc.

POLICY NUMBER: 4D7 64 97 - 13

COMMERCIAL GENERAL LIABILITY  
CG 02 05 12 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TEXAS CHANGES – AMENDMENT OF CANCELLATION  
PROVISIONS OR COVERAGE CHANGE**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART  
PRODUCT/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part, We agree to mail prior written notice of cancellation or material change to:

**SCHEDULE**

<b>1.</b>	<b>Name:</b> BLANKET COVERAGE – AS REQUIRED BY WRITTEN CONTRACT
<b>2.</b>	<b>Address:</b>
<b>3</b>	<b>Number of days advance notice: 30(*)</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

(\*) EXCEPT 10 DAYS IN THE EVENT OF NON-PAYMENT OF PREMIUM.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**COMMERCIAL AUTO AMENDMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. BLANKET ADDITIONAL INSURED**

**SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured** is amended by adding the following:

- d. Any person or organization who is a party to a written agreement or contract with you in which you agree to provide the type of insurance afforded under this Business Auto Coverage Form.

This provision applies to claims for "bodily injury" or "property damage" which occur after the execution of any written agreement or contract.

**B. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

**SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured** is amended by adding the following:

- e. Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.

- (2) Any organization you acquire or form will not be considered an "insured" if:

- A. The organization is a partnership or a joint venture; or
- B. That organization is covered under other similar insurance.

- (3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

**C. SUBSIDIARIES AS INSUREDS**

**SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured** is amended by adding the following:

- f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

**D. COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS**

**SECTION II – LIABILITY COVERAGE, A.2.a. Coverage Extensions, Supplementary Payments** (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$350 a day because of time off from work.

**E. PHYSICAL DAMAGE – TOWING**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing** is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

**F. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions** subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss."

NAMED INSURED: Earthworks, Inc.

POLICY NUMBER: 4E7 64 97 - 13

COMMERCIAL AUTO

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET WAIVER OF SUBROGATION WHEN REQUIRED  
IN A WRITTEN CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** Condition Section is added to and replaced by the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written agreement or written contract because of payments we make for injury or damage arising out of your ongoing operations or "work you performed" under a written contract or written agreement with that person or organization and included in the "Garage Operations".

A. The following definitions are added to the **Definition** Section of this endorsement only:

1. "Garage operations" means the ownership, maintenance or use of locations for garage business and that portion of the roads or other accesses that adjoin these locations. "Garage operations" includes the ownership, maintenance or use of the "autos" indicated in **Section I** of this Coverage Form as covered "autos". "Garage operations" also include all operations necessary or incidental to a garage business.
2. "Work you performed" includes:
  - a. Work that someone performed on your behalf; and
  - b. The providing of or failure to provide warnings or instructions.

**TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

**Schedule**

1. ( ) **Specific Waiver**  
Name of person or organization

( X ) **Blanket Waiver**  
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. **Operations: ALL TEXAS OPERATIONS**

3. **Premium**

The premium charge for this endorsement shall be 2.00 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. **Advance Premium INCLUDED, SEE INFORMATION PAGE.**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on **JANUARY 1, 2013**

at **12:01 A.M.** standard time, forms a part of

Policy No. **TSF0001248108**

of the **Texas Mutual Insurance Company**

Issued to **EARTHWORKS INC**

Premium \$

Endorsement No.



**Authorized Representative**



TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice: 30

2. Notice will be mailed to:

ALL CERTIFICATE HOLDERS  
6210 E HIGHWAY 290  
AUSTIN, TX 78723-1098

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on JANUARY 1, 2013

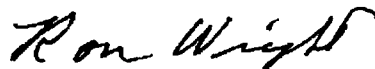
at 12:01 A.M. standard time, forms a part of

Policy No. TSF0001248108

of the Texas Mutual Insurance Company

Issued to EARTHWORKS INC.

Endorsement No.



Authorized Representative

## COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

### SECTION I - COVERAGES

#### COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such "bodily injury" or "property damage" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. At our discretion, we may investigate any "occurrence" that may involve this insurance and settle any resultant claim or "suit", for which we have the duty to defend. But:

- (1) The amount we will pay for the "ultimate net loss" is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
  - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
  - (2) The "bodily injury" or "property damage" occurs during the policy period; and
  - (3) Prior to the policy period, no insured listed under Paragraph 1.a. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed Insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1.a. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1.a. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
  - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

- (b) "Property damage" to property:
- (i) Owned, occupied or used by,
  - (ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- (2) Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
  - (3) Any person or organization having proper temporary custody of your property if you die, but only:
    - (a) With respect to liability arising out of the maintenance or use of that property; and
    - (b) Until your legal representative has been appointed.
  - (4) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- c. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- (1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - (2) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - (3) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
2. Only with respect to liability arising out of the ownership, maintenance or use of "covered autos":
- a. You are an insured.
  - b. Anyone else while using with your permission a "covered auto" you own, hire or borrow is also an insured except:
    - (1) The owner or anyone else from whom you hire or borrow a "covered auto". This exception does not apply if the "covered auto" is a trailer or semitrailer connected to a "covered auto" you own.
    - (2) Your "employee" if the "covered auto" is owned by that "employee" or a member of his or her household.
    - (3) Someone using a "covered auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
    - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a "covered auto".
    - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a "covered auto" owned by him or her or a member of his or her household.
    - (6) "Employees" with respect to "bodily injury" to any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.
  - c. Anyone liable for the conduct of an insured described above is also an insured, but only to the extent of that liability.
3. Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any "underlying insurance".
- Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

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Albion

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Company **10140141 SERVICE INC** Phone **517 572-2304**

Address **1120 S E LAUREL RD**

City **WYOMING** State **TX** ZIP **76140**

Recipient Name **MARGARET COUL** Phone **517 572-1334**

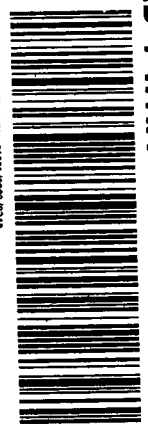
Company **SHAWNS COACH REPAIRS** Phone **517 572-1334**

Address **1102 E KILPATRICK ST E**

City **WYOMING** State **TX** ZIP **76140**



8758 5444 3061



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FedEx Envelope  
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02 FedEx Mail Box  
FedEx Mail Box  
FedEx Mail Box

03 FedEx Signature Options  
FedEx Signature Options  
FedEx Signature Options

03 SATURDAY DELIVERY  
SATURDAY DELIVERY  
SATURDAY DELIVERY

10 Direct Signature  
Direct Signature  
Direct Signature

34 Insured Signature  
Insured Signature  
Insured Signature

06 DDU  
DDU  
DDU

07 Payment  
Payment  
Payment

08 Signature  
Signature  
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Northeast Seeding, Inc.  
P.O. Box 1185  
Kenedine, Tx. 76060

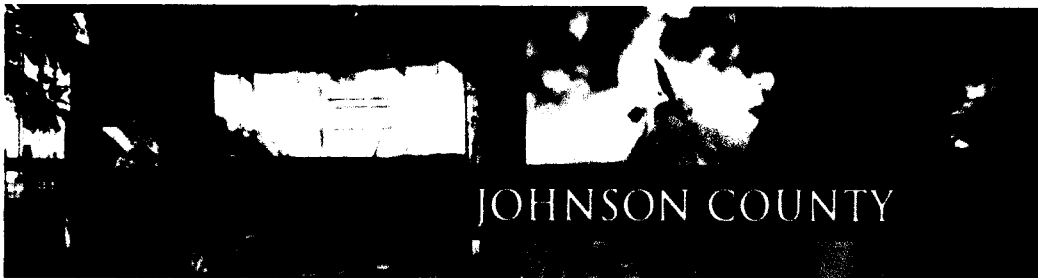
Johnson County Purchasing  
Manager Cook, A.P.P., Purchasing Agent  
1102 E. Kipling St. B.  
Debuene, Tx. 76031

RFP 2013.315  
For Landscaping Services  
For Emergency Management Center  
For Johnson County

VENDOR NAME  
Northeast Service Inc

REQUEST FOR PROPOSAL  
Landscaping Services  
For Emergency Management Center

JOHNSON COUNTY



RFP 2013-315  
DUE DATE: May 7, 2013  
BY 2:00 P.M.

Johnson County  
1102 E. Kilpatrick, Ste B  
Cleburne, TX 76031  
(817) 556-6384  
[www.johnsoncountytexas.org](http://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., May 7, 2013.**

**MARK ENVELOPE: RFP 2013-315 FOR LANDSCAPING SERVICES FOR EMERGENCY MANAGEMENT CENTER 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.

**PROPOSAL SHALL INCLUDE:** This RFP and all additional documents submitted. Each proposal shall be place in a sealed envelope, **signed by a person having authority to bind the firm in a contract** 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. Vendors are invited to attend.

If vendor does not wish to submit a proposal at this time, but wishes to remain on the vendor list for this commodity, please submit a "No Offer" by the same time and at the same location as stated in the COVER SHEET. If a response is not received in the form of a "Proposal", "Bid" or "No Offer", vendor shall be removed from the vendor list. For the vendor's convenience, a "No Offer" response is acceptable by fax. If vendor wishes to be removed from the vendor list, or to change contact information and/or to be added to the vendor list for another commodity, please contact the Johnson County Purchasing Department. Include as much of the following information as possible when making such a request: Company Name, Representative, Address, Telephone Number, Fax Number and commodity and/or service provided.

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 proposals. Johnson County also reserves the right to award all or part of a proposal unless otherwise stated in the specifications.

**FUNDING:** Funds for payment have been provided through the Johnson County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Johnson County fiscal year shall be subject to budget approval.

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

**WITHDRAWAL OF PROPOSAL:** 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 proposals, and vendor so agrees upon submittal of vendor's proposal. Proposals may be withdrawn at any time prior to the official opening by notifying the Johnson County Purchasing Department in writing.

**PROPOSALS 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 proposals 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.

**PERMITS:** All construction related permits, fees, and licenses required by any government entity or agency are the responsibility of the vendor and shall be a part of the proposal.

**SALES TAX:** Johnson County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore the proposal shall not include sales taxes. Tax exemption certificates will be executed by the Johnson County Purchasing Department.

**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. Prices shall remain firm for the entire contract period. 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 supporting 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.

**CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract SHALL be made in writing to the Johnson County Purchasing Department, who shall submit change order to the Johnson County Commissioners' Court for approval. No item, service, etc. on change orders shall be acted upon before it has been approved by the Johnson County Commissioners' Court.

**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.

**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 RFP, 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 RFP. 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.

**DESCRIPTIONS:** Whenever an article or material is defined or used in the RFP specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Proposals must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

**ADDENDUM:** Any interpretations, corrections or changes to this RFP and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court and/or the Purchasing Department. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the RFP. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.

PROPOSAL MUST COMPLY with all federal, state, county and local laws concerning the type of article and/or service being offered.

DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

ALL HARDWARE, OR ANY OTHER ITEM offered in this proposal must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE vendors: A prospective vendor must affirmatively demonstrate vendor's responsibility. A prospective vendor must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics; and,
5. Be otherwise qualified and eligible to receive an award.

Johnson County may request representation and other information sufficient to determine vendor's ability to meet the minimum standards listed above.

FACTORS IN AWARD: Proposals will be based on, but not limited to, the following factors: unit price, total bid price, delivery date, results of any testing or demonstrations, special needs of Johnson County, prior experience with this or similar products or services, vendor reputation, vendor's past performance record with Johnson County or other counties, an evaluation of the vendor's ability, estimated cost of supplies and/or maintenance, warranty terms, ability to integrate with equipment already owned by the County, and estimated surplus values. In general, Johnson County will award an agreement or contract to the vendor whom, in the judgment of the Johnson County Commissioners Court, is best able to provide the product or services most likely to satisfy the needs of the County, allowing the county optimum value for the public funds expended. By state law, Johnson County is bound to purchase from the responsible vendor who submits the lowest and/or best bid.

REFERENCES: Johnson County requests vendor to submit, with this RFP, a list of references (listing name, mailing address, and telephone number), of at least three (3) and not to exceed five (5) in number, who can attest to the ability of the vendor to supply/perform the goods/services under the contract being bid. REFERENCES PROVIDED SHALL BE OTHER COUNTY GOVERNMENT ENTITIES WHEN POSSIBLE.

VEDNOR SHALL PROVIDE with this response, all documentation required by this RFP. Failure to provide this information may result in rejection of submission.

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.

**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.

**TERMINATION FOR DEFAULT:** Johnson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Johnson County reserves the right to terminate the contract immediately in the event the successful vendor fails to:

1. Meet delivery or completion schedules;
2. Otherwise perform in accordance with the accepted submission;
3. Submit Verification of Insurance prior to commencement of work; and,
4. Submit Bid, Performance, or Payment Bond, as applicable, prior to commencement of work.

Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere and charge the full increase in cost to the defaulting vendor.

**REPRESENTATIVE SUBMITTING OFFER** 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 vendor, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other vendor or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that 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, services or equipment bid on, or to influence any person to bid or not to bid thereon.

The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set forth in this document and is a part of the proposal, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals are opened.

**PATENTS/COPYRIGHTS:** The successful vendor agrees to protect Johnson County from claims involving infringements of patents and/or copyrights.

**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 RFP 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.

**TESTING:** Testing and/or samples may be requested by Johnson County prior to proposal award. Any sample that fails testing may be considered as not complying with County's specifications and such a situation will be sufficient reason to reject an offer. Samples and/or testing, when required, shall be furnished free of expense to the County.

**PURCHASE ORDER:** Johnson County shall generate a purchase order(s) to the successful vendor(s). The Purchase Order number must appear on all itemized invoices and/or packing slips. Johnson County will not be held responsible for any orders/services placed/delivered without a valid current purchase order approved by the Johnson County Purchasing Department.

**PACKING SLIPS** or other suitable shipping documents shall accompany each special order shipment and shall include:

- (a) Name and address of successful vendor;
- (b) Name and address of receiving department and/or location;
- (c) Johnson County Purchase Order number; and,
- (d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.

Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

**INVOICES** must show all information as stated above, and will be issued for each purchase order.

**PAYMENTS** are processed upon receipt of invoice and after the Contract Administrator has determined that the items have been received in good condition, that all terms have been met, and that no unauthorized substitutions have been made. All payments must be approved in the regular meetings of the Commissioners Court, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful vendor(s) is required to pay subcontractors within ten (10) days. **The Johnson County Commissioners' Court meet in Regular Session every second and fourth Monday of each month. Late invoices will be paid on the next Regular Session of Johnson County Commissioners' Court with no**

**additional charges to Johnson County. Only original invoices will be accepted.** In the case of a holiday being on the day of Regular Session, court is held on the next scheduled business day.

EQUIPMENT/GOODS/SERVICES supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.

**WARRANTY:** Successful vendor shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

**REMEDIES:** The successful vendor and Johnson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**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.

**ASSIGNMENT:** The successful vendor shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Johnson County.

**SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**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.

**BOND REQUIREMENTS:** If applicable, a Bid Bond may be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is for proposal for the construction of public works, or will be under a contract exceeding \$ 100,000.00, Johnson County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a proposal by Johnson County Commissioners' Court, the successful vendor shall furnish a performance bond to Johnson County for the full amount of the contract if the contract exceeds \$ 50,000.00. Such

bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond (Bond for Labor and Material) shall be required. Pursuant to the provisions of V.A.T.S., Article 5160 and Government Code 2253, if the amount of the contract awarded to the successful vendor exceeds \$ 50,000.00, then said successful vendor shall execute a payment bond in the amount of the contract, solely for the protection and use of payment bond beneficiaries with awarded vendor, all claimants supplying labor and material in the performance of the work provided for in said contract, for use of each such claimant.

**Vendor shall provide the following with bid submission:**

1. References of any city and/or county agencies currently doing business with vendor along with outside firms. Provide entity name, contact name, address, telephone number, and/or email address;
2. Completed W9 Form; and,
3. Other documentation as may be specified within this proposal.

ANY QUESTIONS relating to this Request for Proposal 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](mailto:PUR@johnsoncountytexas.org).

**RFP 2013-315: REQUEST FOR PROPOSAL  
LANDSCAPING SERVICES**

**GENERAL PURPOSE**

Johnson County is requesting sealed proposal for Landscaping Services for the Emergency Management Center located at 810 E. Kilpatrick Cleburne, TX 76031.

**SPECIFICATIONS**

- Landscape planting including shrubs, ground cover, trees, bermuda hydro mulch lawn, grasses, and necessary work and materials for a complete installation as required on the drawings.
- Irrigation installation including bubblers, drip irrigation, valves, filters, meters and control wiring for a complete installation as required on the drawings.
- All specifications are on the drawings.



**RFP 2013-315: LANDSCAPING SERVICES  
QUOTE SHEET**

Vendor shall have the ability to fulfill the landscaping services as described in this proposal. Vendor may submit a quote for any individual section of this specification. Having read and understood the Instructions, Terms of Contract, insurance and specifications, vendor submits the following;

**PROPOSAL FORM**

LANDSCAPING SERVICES  
EMERGENCY OPERATIONS CENTER  
JOHNSON COUNTY  
1102 E KILPATRICK, STE B  
CLEBURNE, TEXAS 76031

BID OF: Northeast Service Inc.  
(Name)

5/6/13  
(Date)

Gentlemen:

1. SITE LANDSCAPING BID ONLY (\_\_\_\_\_)

Having carefully examined the drawings and specifications and related documents; having inspected the site of proposed project; and being familiar with such local conditions as may affect the project; I (we) agree to furnish all labor, materials, and to perform all landscaping work described in the specifications and drawings shown on sheets L1.00 and L1.01 for the base bid sum:

Fourteen thousand nine hundred ninety two DOLLARS (\$ 14,992.00 )

2. SITE IRRIGATION BID ONLY (\_\_\_\_\_)

Having carefully examined the drawings and specifications and related documents; having inspected the site of proposed project; and being familiar with such local conditions as may affect the project; I (we) agree to furnish all labor, materials, and to perform all irrigation work described in the specifications and drawings shown on sheets L2.00 and L2.01 for the base bid sum:

Nine thousand nine hundred forty three DOLLARS (\$ 9,943.00 )

3. COMBINED SITE LANDSCAPING AND SITE IRRIGATION BID (\_\_\_\_\_)

Having carefully examined the drawings and specifications and related documents; having inspected the site of proposed project; and being familiar with such local conditions as may affect the project; I (we) agree to furnish all labor, materials, and to perform all irrigation work described in the specifications and drawings shown on sheets L1.00, L1.01, L2.00 and L2.01 for the base bid sum:

Twenty four thousand nine hundred thirty five DOLLARS (\$ 24935.00 )

(NOTE: Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

The undersigned agrees, if awarded the contract, to execute contract and bonds within 10 calendar days after notification of award, and to commence work no later than 10 days from date of "Notice to Proceed" from the Architect; and to achieve substantial completion of the project within \_\_\_\_\_ consecutive calendar days.

The undersigned further agrees that, from the compensation otherwise to be paid, the Owner may retain the sum of \$100.00 for each consecutive calendar day after the completion date that the work remains uncompleted, which sum is agreed upon as the proper measure of the liquidated damages which the Owner will sustain per diem by the failure of the undersigned to complete the project at the time stipulated in the contract. This sum is not be construed in any sense a penalty. I (we) acknowledge receipt of the following addenda to drawings and project manual, all of the provisions and requirements of which have been taken into consideration in preparation of the foregoing bid:

Addendum No. 1 Date \_\_\_\_\_

Addendum No. 3 Date \_\_\_\_\_

Addendum No. 2 Date \_\_\_\_\_

Addendum No. 4 Date \_\_\_\_\_

Respectfully submitted,

NORTH EAST SERVICE, INC.

(Contractor)

(By)

President

(Title)

5120 S.E. Loop 820 - Ft. Worth, Tx. 76140

(Business Address)

817.572.2334

(Telephone)

(Seal – if bid is by a Corporation)

## 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.

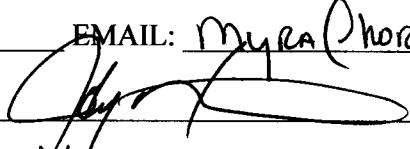
NAME OF BUSINESS: NorthEast Service Inc.

ADDRESS: 5120 S.E. Loop 820- P.O. Bx 1185

CITY/STATE/ZIP: St. Worth, Tx. 76140 Kennedale, Tx. 76060

OFFICE PHONE: 817-572-2334 FAX PHONE: 817-483-9378

CELL PHONE: 817-703-7305 EMAIL: myra@hortonTREE.COM

AUTHORIZED SIGNATURE: 

PRINTED NAME: Johnny Horton

**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 Northcast Service 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)

## VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal. **THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.**

### REFERENCE ONE:

GOVERNMENT /COMPANY/BUSINESS NAME: Pete Durant + Associates	
ADDRESS/CITY/STATE/ZIP: 2040 Golden Triangle Dr. Ft. Worth, TX. 76177	
CONTACT NAME/TITLE: Darrell Durant - President	
BUSINESS PHONE/FAX: 817.439.3213      817.439.3248 F	
CONTRACT PERIOD: 2013	SCOPE OF WORK: Irrigation/Landscape Camp El Tesoro

### REFERENCE TWO:

GOVERNMENT /COMPANY/BUSINESS NAME: City of Arlington - Dept. Public Works	
ADDRESS/CITY/STATE/ZIP: 101 W. Abram St. Arlington, TX. 76010	
CONTACT NAME/TITLE: Bob Watson - Civil Engineer	
BUSINESS PHONE/FAX: 817.459.6582      817.459.6956 F	
CONTRACT PERIOD: 2010-2013	SCOPE OF WORK: Irrigation

### REFERENCE THREE:

GOVERNMENT /COMPANY/BUSINESS NAME: City of Arlington - Parks Department	
ADDRESS/CITY/STATE/ZIP: 1924 W. Randall Mill Rd. Arlington, TX. 76004	
CONTACT NAME/TITLE: Heather Dowell - Urban Forest Land Manager	
BUSINESS PHONE/FAX: 817.277.0434      Heather.Dowell@ArlingtonTX.gov	
CONTRACT PERIOD: 2013	SCOPE OF WORK: Irrigation + Landscaping

