



5104 W. Vickery Boulevard  
Fort Worth, TX 76107  
817-263-9788 phone; 817-263-4149 fax; 817-226-5760 cell  
ahudson@buzzfence.com – e-mail / www.buzzfence.com website

8/25/14

Project: 810 E Kilpatrick  
Cleburne, TX 76033

Bill To: Johnson County Emergency maintenance

Attn: Donna White  
Phone: 817-556-6382  
Email: dwhite@johnsoncountytexas.org

**Scope of Work:**

The following items represent the scope of the project as estimated.

**Proposal**

**8' Tall Galvanized Chain Link Fence with Walk Gate**

**Supply all materials and labor to custom build and install:**

- 8' tall galvanized chain link fence with 1- 4' wide walk gate, approximately 96'.
- No tear out or haul off, this is a new install.
- Install using 9 gauge diamond chain link fabric and 1 5/8" top rail.
- Hang fabric on 3" corner, gate and end posts as well as 1 7/8" line posts all buried 24" in the ground with concrete.
- Chain link fabric to be pulled tight and supported by bottom wire.
- Crew will clean up and haul any job related debris.
- Buzz Fence workmanship has a 1 year warranty.

~~\_\_\_\_\_ \$ 2,598.00~~

*If needed, additional fee of \$10/hole where jackhammer is used*

I agree to the scope of work and agree to the conditions, terms and warranty as stated above. I further accept this proposal and authorize Buzz Services, LLC to proceed with the specified work. 100% payment will be due upon completion of project.

The specifications and agreement listed above embodies the entire understanding between the customer and Buzz Services, LLC and there are no verbal agreements or representation in connection therewith. Customer agrees to establish property lines, is responsible for zoning regulations, securing necessary permits, and marking all public and private utility services buried within fence lines. Customer is responsible for all repairs to their underground sprinkler lines damaged during fence installation. Any additional provisions attached hereto, such as the Installation Diagram and the terms and conditions mentioned below are part of this plan. When more than one style of fence is selected, it will be necessary to pay for each style upon its individual completion.

Please note that our price is *valid for 30 days from the date of this quote* and is subject to change as our conditions of sale.

**NOTICE: YOU, THE PURCHASER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.**

  
\_\_\_\_\_  
**Andrew Hudson**  
**Buzz Custom Fence**

9/11/14  
\_\_\_\_\_  
**Date**

### **Terms and conditions:**

#### **1. Materials.**

- The materials used shall meet or exceed fence Industry standards.
- Each piece of wood has individual characteristics and may contain certain natural defects. These defects do not prevent the item from meeting industry standards or grade rules.
- Some whitewood products will have lumber mill grade stamped on the face. These grade stamps are not an indication of specified contractual grade.

#### **2. Charges & Extras.**

- Changes in measurements, fence lines and designs must be agreed upon by both the customer and Buzz Services, LLC and must be in writing at the time these changes are made.
- The price herein does not consider the encountering of rock, boulders or other conditions that necessitate the use of jackhammers or other coring equipment. If these conditions are encountered, customer understands that additional charges will be levied.
- Purchaser must obtain licenses, planning permission approvals and permits where such licenses, approvals and permits are required. Should Buzz Services, L.L.C. obtain for you any required permits or licenses, these will be billed as an additional cost to you. If your home is part of a Homeowner's Association (HOA), you will need to obtain, and provide, approvals from the HOA before installation of your fence.

#### **3. Your Cooperation.**

- Buzz Services, L.L.C. will call the major utilities to mark electrical, water, and cable locations if the utilities provide this service for your address.
- You agree to facilitate the location of underground/overhead utility lines and any other items that may interfere with installation that includes, but is not limited to, sprinkler systems, low voltage wiring, wells, pool drainage lines and any electrical, water, gas or cable locations that are not marked by utility marking services. Location of these lines not marked by utility marking services will be clearly marked by the customer. Any damage or cost incurred due to incorrect or non-marking of the lines will be the responsibility of the customer. Buzz Services, L.L.C. is not responsible or liable for damage to lines or pipes that are not visible, underground, unmarked, or marked incorrectly. You shall absorb all cost.
- Customer agrees to locate all existing property stakes and is responsible for establishing the property lines prior to installation – a survey by others may be necessary. Where the fence lines are not indicated by surface marks or stakes, no responsibility shall rest with Buzz Services, L.L.C. By reason of erecting fence on incorrect lines, you hereby agree to indemnify Buzz Services, L.L.C. and save it harmless against and in respect to the claims of any person aggrieved by the location of said fence.
- To ensure proper installation of your new fence, you agree to clear the fence line of all obstructions and attachments, such as brush, firewood, personal yard items, pool equipment, electrical fixtures, vines, decorations, plants, etc. In the event this is not completed once the crew arrives to install the fence, additional charges may be assessed to achieve the necessary workspace. You shall hold Buzz Services, L.L.C. harmless for any damage to items within the fence line nor for any cost to reinstall said items as Buzz Services, L.L.C. will not be responsible for damage to such items.
- You agree Buzz Services, L.L.C. is not responsible for any damage or soiling to driveways, walkways, walls, gardens, fresh grading, sod, shrubbery, patios, etc. resulting from gaining access or performing work in the same proximity. You shall absorb all costs.
- You agree to allow Buzz Services, L.L.C. access to work areas during working hours. You agree to ensure that if you have a security system, it does not interfere with installation. You agree not to allow unattended minors at your service address while installers are present and agree to control pets and keep them away from work areas. You agree to keep permits on display at all times, and agree not to assign or transfer this Agreement. You agree any claims against Buzz Services, L.L.C. under this agreement should be made to Buzz Services, L.L.C. with thirty (30) calendar days.

#### **4. Insurance.**

- Buzz services, L.L.C. will furnish Certificate of Insurance upon request. We carry general liability, workman's compensation and automobile coverage for your protection.
- Owner will indemnify and hold harmless Buzz Services, L.L.C. for any claims after the date of completion.
- Each customer and Buzz Services, L.L.C. hereby waive any claims against the other for lost use, lost profit, lost revenue, indirect, incidental or consequential damages relating to the installation of the material or the services of Buzz Services, L.L.C. or the agreement.

**5. Limited Warranty.**

- Buzz Services, LLC warrants that the workmanship defects for a period of one year.
- A. FOR BREACH OF ANY WRITTEN OR IMPLIED WARRANTY OF THIS PRODUCT THE CONSUMER IS LIMITED TO THE FOLLOWING DAMAGES:
  - Seller's obligations to consumer are limited to the replacement of defective materials or the correction of faulty workmanship. Replacement of the product or its component part or parts including its free installation.
  - Seller is not responsible for injury, property damage or other indirect, special consequential damages arising directly or indirectly out of use of this product, notwithstanding the fact that said injury, property damage or other damages arose directly or indirectly from actual or alleged defect in material and/or workmanship.
  - The warranty only applies to defects resulting from normal use and not from changes caused by alterations, accident, abuse, fire, flood, drought or an act of God.
- B. This warranty does not apply to natural changes in wood fencing such as discoloration, warping, splitting, twisting, shrinking, etc...
- C. This warranty extends exclusively to the original purchaser of the warranted product and subsequent purchasers are not covered by the Warranty Agreement.
- D. This warranty covers: Custom Wood Fencing, Composite Fencing, and Vinyl and Chain Link Fencing and their component parts. Custom Wrought Iron Fencing, Aluminum Fencing, Pipe Fencing as well as Wrought Iron Gate operation is also covered.
- E. The terms of this warranty begins on the date installation of the product is complete and continues for a period of one (1) year.
- F. To obtain performance of any obligation under this warranty, the consumer shall contact Buzz Services, LLC in writing within 30 days. Failure to do so will forfeit buyer's rights to warranty obligations.

**6. Disclaimer:**

- Buzz Services, LLC's liability under this agreement will be terminated if Buzz Services, LLC is prevented from fulfilling its responsibilities under the terms of this agreement by reason of delays in transportation, shortages of fuel, and/or materials, strikes, embargoes, fire, flood, quarantine restrictions, earthquakes, hurricanes, tornadoes, or any other acts of God or circumstances or causes beyond the control of Buzz Services, LLC.
- Buzz Services, LLC's liability under this agreement will be terminated should full payment not be made to Buzz Services LLC in a prompt and timely manner.
- Buzz Services, LLC disclaims any liability for special, incidental or consequential damages. The guarantees stated in this agreement are given in lieu of any other guarantee or warranty express or implied, including any warranty of merchantability or fitness for a particular purpose.

**7. Non-Payment, Default.**

- All materials remain the property of Buzz Services, LLC until fully paid and can be removed for non-payment. In case of non-payment or default by the Purchaser, the original cost of labor for the installation and subsequent cost for removal of all materials used, along with any reasonable attorney's fees and costs of collection, shall be paid for by the Purchaser. All monies are due and payable at the time of fence completion unless otherwise revised. Should a problem arise during fence installation or thereafter, buyer is responsible to contact Buzz Services, LLC in writing within 30 days. No monies will be withheld by the buyer to enforce warranties or installation problems should they arise.
- Security Interests/Liens: Should you not make all payments as required under this agreement, a security interest/lien can be placed against your property by Buzz Services, L.L.C. If a security interest is placed against your property, it creates a lien, mortgage or other claim against your property to secure payment and may cause a loss of your property, if you fail to pay.

**8. Cancellation/Entire Agreement.**

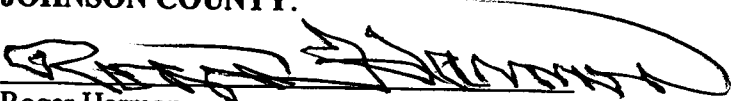
- You may cancel this agreement without penalty or obligation by delivering written notice to Buzz Services, L.L.C. by midnight on the third business day after signing the contract. Any payment(s) will be returned to you within ten (10) business days after Buzz Services, L.L.C. receives your notice. Your payment will be returned in the manner it was paid.
- Returns: A 35% cancellation fee applies to the return/cancellation of material. Exceptions: cancellations made by midnight on the third business day after the date of your purchase, merchandise incorrectly ordered by Buzz Services, L.L.C. or merchandise damaged beyond repair in delivery or installation.

**9. Severability.** If any part of this agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this agreement shall remain in full force and effect.

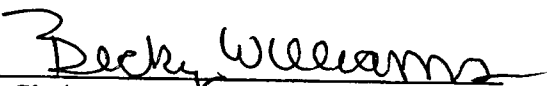
**10. Incorporation of Addendum.** The terms and provisions of the Johnson County Contract Terms Addendum to Buzz Custom Fence, LLC's Proposal and Terms and Conditions for Construction Of Chain Link Fence Around CASA Radar Site are attached hereto and incorporated herein for all purposes.

APPROVED AS TO FORM AND CONTENT:

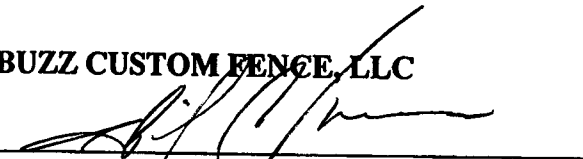
JOHNSON COUNTY:

  
Roger Harmon  
County Judge

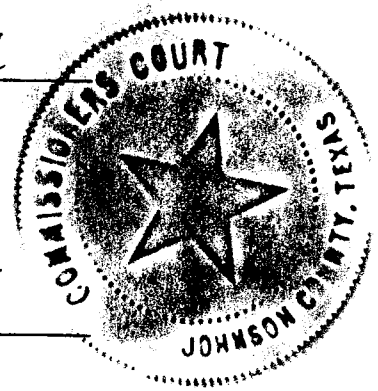
9/22/14  
Date

Attest:   
County Clerk, Johnson County

9/22/14  
Date

BUZZ CUSTOM FENCE, LLC  
  
Gil Laserna, General Manager  
Buzz Custom Fence, LLC

9-11-14  
Date



**JOHNSON COUNTY CONTRACT TERMS ADDENDUM to  
BUZZ CUSTOM FENCE, LLC's PROPOSAL, TERMS AND CONDITIONS  
for CONSTRUCTION OF CHAIN LINK FENCE AROUND CASA RADAR  
SITE**

**2014**

---

This Addendum is part of an Agreement between **Johnson County, Texas**, a political subdivision of the State of Texas, (hereinafter referred to as "**County**"), and **Buzz Custom Fence, LLC** hereafter (**Buzz Custom Fence** or **Buzz Fence**). The **County** and **BUZZ CUSTOM FENCE** may be collectively referred to as the "**PARTIES**". This is an Addendum to the **PROPOSAL** and **TERMS AND CONDITIONS** between the Parties for the construction of a chain link fence. The Proposal and Terms and Conditions along with this Addendum shall constitute the entire and complete Agreement between the Parties.

1. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas. Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.
2. Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.
3. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. Johnson County will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.
4. The Parties agree that under the Constitution and laws of the State of Texas, Johnson County cannot enter into an agreement whereby Johnson County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to Johnson County indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.
5. The Parties agree and understand that County is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity and limitations on liability, and that County's general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said insurance coverage is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties

agree and understand that County does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.

6. The Parties agree and understand that County will not agree to waive any rights and remedies available to County under the Uniform Commercial Code ("UCC"); therefore, any provision to the contrary is hereby deleted.

7. The Parties agree and understand that County will not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Agreement, the equipment or its use; therefore, any provision to the contrary is hereby deleted.

8. The Parties agree and understand that County will provide statutory workers compensation insurance for County's employees; however, County does not agree to include a waiver of subrogation, and therefore any provisions to the contrary are hereby deleted. Buzz Custom Fence will provide statutory workers compensation insurance for its employees.

9. Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31<sup>st</sup> day after the later of:

- a. the date the governmental entity receives the goods under the contract;
- b. the date the performance of the service under the contract is completed; or
- c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions to the contrary are hereby deleted.

10. No officer, member or employee of County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

11. To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Johnson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the

State of Texas in regard to the application of the Public Information Act to any software, or any part thereof, or other items or data furnished to Johnson County whether or not the same are available to the public. It is further understood that Johnson County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Johnson County, its officers and employees shall have no liability or obligations to BUZZ CUSTOM FENCE for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other items or data furnished to Johnson County by BUZZ CUSTOM FENCE in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

12. Services and products provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

13. Under the Constitution and laws of the State of Texas, public property is exempt from forced sales and liens may not attach thereto.

14. It is understood and agreed that Johnson County will not be subject to arbitration; therefore, any paragraph or provision requiring arbitration, is hereby deleted.

15. Johnson County shall be responsible for the acts or failure to act of its employees, agents or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

16. The continuation of this Agreement from year to year is subject to current funds available for the Agreement, the allocation of funds to meet the terms of this Agreement, and subject to the approval of the Johnson County Commissioners Court. However, this Agreement need not be specifically identified in the annual budget or budget process. Utilization of the equipment or services provided by BUZZ CUSTOM FENCE pursuant to the terms of this Agreement by County will constitute the County's action and intent to continue this Agreement barring a specific written notice to the contrary.


17. The Service Provider certifies compliance with all terms, provisions, and requirements of Titles VI and VII, civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and any other Federal, State, local or other anti-discriminatory act, law, statute, or regulation, in the performance of this contract, and will not discriminate against any child or youth, client, employee or applicant for employment because of race, creed, religion, age, sex, color, national or ethnic origin, handicap, or any other illegal discriminatory basis or criteria.

18. The Service Provider certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. The Service Provider states that it is not ineligible to receive State or Federal funds due to child support arrearages.

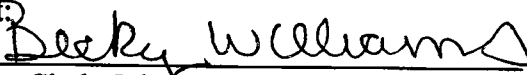
19. The parties agree and understand that this Addendum is to clarify, limit, modify or delete terms and provisions of the Agreement and in the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to Johnson County in the Agreement or other documents, this Addendum shall control and amend the contractual provisions of the Agreement and any provision to the contrary is hereby deleted.

APPROVED AS TO FORM AND CONTENT:

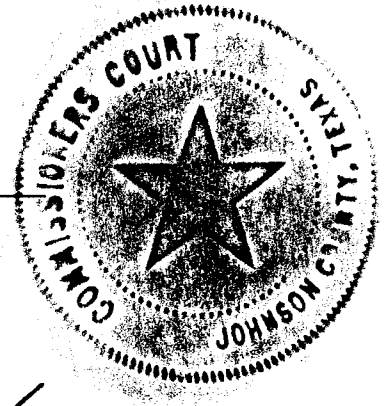
JOHNSON COUNTY:

  
Roger Harmon  
County Judge

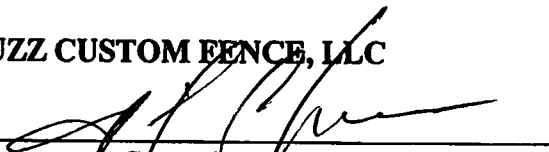
9/22/14  
Date

Attest:   
County Clerk, Johnson County

9/22/14  
Date



BUZZ CUSTOM FENCE, LLC

  
Gil Laserna, General Manager  
Buzz Custom Fence, LLC

9-11-14  
Date