

## MEMORANDUM

**TO:** Judge Robert Hebert  
County Judge

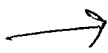
B15-016 (1)

8-26-14  
# 416

**FROM:** Debbie Kaminski  
Assistant Purchasing Agent

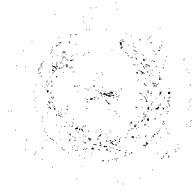
**SUBJECT:** Please sign and date the attached contract(s) approved in  
Commissioners Court on August 26, 2014. Thank you.

**DATE:** August 27, 2014

 **RETURN TO:** Norma Weaver  
Administrative Assistant  
Purchasing Department  
301 Jackson, Suite 201  
Richmond, Texas 77469

Bio Landscape & Maintenance Inc

***Fort Bend County Specification Download Acknowledgment***



***Invitation for Bid  
Term Contract for On-Site Clearing, Grubbing and Debris Removal Services for Various  
Fort Bend County Road Projects  
BID 15-016***

**VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645**

**Vendor Responsibilities:**

- Vendors are responsible to download and complete any addendums.  
(Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Bid Opening)
- Vendors will submit responses in accordance with requirements stated on cover of document.
- Vendors may not submit responses via email or fax.

BIO LANDSCAPE AND MAINTENANCE INC  
Legal Name of Contracting Company

ROBERT JAYNES  
Contact Person

10892 SHADOW WOOD DRIVE HOUSTON TX 77043  
Complete Mailing Address

713-462-8552 713-670-6461  
Telephone Number Facsimile Number

R JAYNES @ BIOLANDSCAPE.COM  
Email Address

[Signature] 8-5-14  
Signature Date

**Fort Bend County, Texas  
Invitation for Bid**



**Term Contract for On-Site Clearing, Grubbing and Debris Removal Services for Various  
Fort Bend County Road Projects  
BID 15-016**

**SUBMIT BIDS TO:**

Fort Bend County  
Purchasing Department  
Travis Annex  
301 Jackson, Suite 201  
Richmond, TX 77469

**\*\*NOTE:**

All correspondence must include the term  
"Purchasing Department" in address to assist in  
proper delivery

**SUBMIT NO LATER THAN:**

Thursday, August 7, 2014  
1:30 PM (Central)

**MARK ENVELOPE:**

Bid 15-016  
Clearing Services

**ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE  
PURCHASING OFFICE OF FORT BEND COUNTY BEFORE THE  
SPECIFIED TIME/DATE STATED ABOVE. BIDS RECEIVED AS REQUIRED  
WILL THEN BE OPENED AND PUBLICLY READ. BIDS RECEIVED AFTER  
THE SPECIFIED TIME WILL BE RETURNED UNOPENED.**

Results will not be given by phone.  
Results will be provided to bidders in writing  
after Commissioners Court award.

Fort Bend County is always conscious  
and extremely appreciative of your effort  
in the preparation of this bid. Requests for  
information must be in writing and directed  
to:

Debbie Kaminski, CPPB  
Assistant County Purchasing Agent  
[Debbie.Kaminski@fortbendcountytexas.gov](mailto:Debbie.Kaminski@fortbendcountytexas.gov)

**Vendor Information**

BIO LANDSCAPE AND MAINTENANCE, INC  
Legal Name of Contracting Company

\_\_\_\_\_  
Federal ID Number (Company or Corporation) or Social Security Number (Individual)

713-462-8552  
Telephone Number

713-690-6461  
Facsimile Number

10892 SHADOW WOOD DRIVE  
Complete Mailing Address (for Correspondence)

HOUSTON, TEXAS 77043  
City, State and Zip Code

\_\_\_\_\_  
Complete Remittance Address (if different from above)

\_\_\_\_\_  
City, State and Zip Code

ROBERT JAYNES V P OPERATIONS - ARBOR  
Authorized Representative and Title (printed)

R JAYNES @ BIO LANDSCAPE.COM  
Authorized Representative's Email Address

\_\_\_\_\_  
Signature of Authorized Representative

Initials of Bidder: RNJ

## **1.0 GENERAL REQUIREMENTS:**

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.
- 1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

Initials of Bidder: KWS


- 1.8 **Hold Harmless Agreement:** Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 **Waiver of Subrogation:** Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 **Severability:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 **Bonds:** If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.
- 1.12 **Taxes:** Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 **Fiscal Funding:** A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

Initials of Bidder: RWS

- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

Initials of Bidder: RWS

- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

Initials of Bidder: 



- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

Initials of Bidder: RWS

- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.
- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

Initials of Bidder: RWB

- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.

## **2.0 TERMS AND CONDITIONS:**

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

Initials of Bidder: RWS

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

Initials of Bidder: AWJ

- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

Initials of Bidder: BWJ

- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.
- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

Initials of Bidder: KWS

- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effect on the date of the purchase order.
- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

### 3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) contractor for the purpose of providing on-site clearing, grubbing and debris removal on various road projects located within the County, as specified herein.

Initials of Bidder: RWS

#### **4.0 PERIOD OF CONTRACT:**

This contract is for the period **1 October 2014 through 30 September 2015**, renewable annually for four (4) years (through 30 September 2019) under the terms and conditions if mutually agreeable to both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

#### **5.0. BID FORM COMPLETION:**

**Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet.** The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, Contractor **MUST** draw a line through error and initial each change.

#### **6.0. INSURANCE:**

- 6.1 All respondents must submit, **with Bid**, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with Bid, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the contractor named therein, if successful, upon award of this Contract. Failure to provide insurance certificate or notarized statement will result in disqualification of submittal.
- 6.2 The certificates of insurance to be satisfactory to Fort Bend County, naming the Contractor and its employees as insured:
  - 6.2.1 Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
  - 6.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
  - 6.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
  - 6.2.4 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each

Initials of Bidder: RWS



occurrence combined single limit for Bodily Injury and Property Damage combined.

- 6.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). In compliance with SB 425 vendor must provide a copy of the insurance endorsement or policy wording for additional insured.
- 6.4 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- 6.5 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- 6.6 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.
- 6.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

## **7.0 INDEMNIFICATION:**

RESPONDENT SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF RESPONDENT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF RESPONDENT OR ANY OF RESPONDENT'S AGENTS, SERVANTS OR EMPLOYEES.

- 7.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 7.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters

Initials of Bidder RMS

no matter when they arise.

- 7.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 7.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 7.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 7.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 7.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

## **8.0 SPECIFICATIONS AND REQUIREMENTS OF SERVICE:**

The work consists of "clearing of right-of way" at various jobsites:

- 8.1 Once the County designates the job location, the County shall communicate with the Contractor the specific job location.
- 8.2 The Contractor shall provide their estimated cost for each jobsite to the County and receive the County's approval of said cost estimate before beginning any work on the jobsite.
- 8.3 The Contractor shall coordinate with the Project surveyor to get the right-of-way staked.
- 8.4 The Contractor shall perform his clearing of right-of-way by tree, tree limb, and brush cutting, stump removal, and timber removal and disposal.

- 8.5 The Contractor shall be responsible for securing a staging area at a location to be approved by the County.
- 8.6 Stump removal shall be paid by the various diameters shown and shall include removal, back filling the resulting hole with cement stabilized sand, proof rolling, loading, hauling, and dumping of stumps, including the root ball. Stumps less than six (6) inches in diameter shall be considered incidental to the various items.
- 8.7 When the trees and stumps have been removed, the Contractor will fill the voids created by the stump removal with cement stabilized sand, as directed by the County. The entire site will then be proof-rolled to the satisfaction of the County. The cost of cement stabilization and proof-rolling will be included in the cost bid for "Clearing of the Right-of-Way."
- 8.8 The Contractor shall provide traffic control in accordance with "Texas MUTCD," at all phases of construction, as necessary to perform the work.
- 8.9 If Contractor encounters items in the right-of-way that restrict his/her progress, the Contractor is to notify the County immediately.
- 8.10 On some projects, the County, will completely clear and stockpile trees, stumps, brush, and other wood debris. In that case the Contractor will be required to remove, haul, and dispose of the stockpiled items to a site approved by the County.

**9.0 CONSTRUCTION NOTES:**

- 9.1 The Contractor shall be responsible for clearing the right-of-way by tree, tree limb, and brush cutting, stump and timber removal and disposal of all brush and debris within the right-of-way. The Contractor is responsible for verifying the actual limits of the clearing in the field.
- 9.2 The successful Contractor shall meet the following requirements (at minimum) and provide proof with bid submission:
  - A certified arborist in the state of Texas shall be an active and permanent employee of Contractor's staff.
  - The qualified Contractor shall have a minimum of three (3) years actual experience that is described in Harris County's Special Specification Item 8205.
- 9.3 The Contractor shall coordinate with the County's Project Surveyor, to get the right-of-way staked, and provide a line of demarcation for the proposed clearing activity. The County will provide the contact information to the contractor for the surveyor.

Initials of Bidder RWS

- 9.4 On some roads/jobsites, before any actual clearing activity is performed by the Contractor, the County will give notice that their in-house forces will make selective tree removal within the new right-of-way.
- 9.5 Within some right-of-way clearing jobsite or roads, the Contractor will be designated to remove existing fences and/or assigned the job of installing new fence along the right-of-way line. The removal of existing fences and installation of new fence shall only be implemented when the Contractor is given instructions to do so by the field engineer or job inspector.
- 9.6 The Contractor shall clear the right-of-way of all trees, brush, overhangs, and stumps of the trees, unless otherwise instructed. The stump and root system of trees on some projects may be left in place as directed by the field engineer or inspector. Grinding will not be permitted as a means of stump removal unless specifically approved, in writing, by the field engineer or inspector. The Contractor shall furnish all necessary labor crews and equipment to cut down, remove, and dispose of trees, brush, and any debris within the limits of the right-of-way.
- 9.7 Any additional laborer assigned to a crew with a supervisor must be approved by the County, and no more than eight (8) maximum laborers or workers per one supervisor will be permitted.
- 9.8 The Contractor shall provide traffic control in accordance with "Texas MUTCD," during all phases of the work, within the proximity of the existing road pavement. Lane closure of the road is allowed only during off peak traffic hours.
- 9.9 The Contractor shall maintain good communication with the project inspector throughout all phases of the work. A field office and restroom are not required for this project.
- 9.10. The following attached drawings will be used as guidelines in this project:

Drawing Sheet No.	Title
TCP-16	One Lane Closure- Flagging Operation
TCP-17	Typical Flagging or Moving Operation

- 9.11 References to Harris County in the project documents are to be considered to mean Fort Bend County as appropriate.

Initials of Bidder *RWS*

- 9.12 Measurement and payment shall be as provided on the bid form in lieu of the terms specified in the various specifications. Payment for additional items not shown on the bid form shall be as approved by the County.

**10.0 REFERENCES:**

Bidders must list in Section 12, a minimum of three (3) references with whom you have provided the service outlined herein during 2013 and/or 2014.

**11.0 FORT BEND COUNTY REPRESENTATIVE:**

Point of contact for this contract is Debbie Kaminski, CPPB, Assistant County Purchasing Agent (281) 341-8643 or [Debbie.Kaminski@fortbendcountytexas.gov](mailto:Debbie.Kaminski@fortbendcountytexas.gov).

**12.0 REFERENCES:**

References: List three (3).

Company Name: HARRIS COUNTY PRELIM 3

Address: 1001 PRESTON STREET STE 950

Contact Person: RON CAMPBELL

Phone Number: 713-444-5991

Company Name: HARRIS COUNTY PRELIM 4

Address: 1001 PRESTON STREET STE 950

Contact Person: TOM AVSTAD

Phone Number: 281-914-7468

Company Name: THE WOODLANDS TOWNSHIP

Address: 8203 MILLENNIUM FOREST DRIVE

Contact Person: KYLE KELLEY

Phone Number: 936-672-0189

Initials of Bidder: RMS

**13.0 GENERAL INFORMATION:**

- 13.1 The quantities provided in each Bid Item are for bid evaluation only. They represent the estimated number of each item to be used during a one (1) year period and the County reserves the right to adjust these quantities as needed.
- 13.2 The Contractor shall perform the work herein specified on as-needed basis, as determined by the County, on Rights-of-Way located within the County.

**14.0 PERFORMANCE AND PAYMENT BONDS:**

Contractor must provide to the Office of the County Purchasing Agent, a performance bond and a payment bond, each in the amount of \$50,000.00 within ten (10) calendar days after receipt of notification of bid award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating of "A" or better. Fort Bend County reserves the right to accept or reject any surety company proposed by the Contractor. In the event Fort Bend County rejects the proposed surety company, the Contractor will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Fort Bend County.

**15.0 PREVAILING WAGES:**

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. The Contractor shall pay Fort Bend County sixty dollars (\$60.00) for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit [www.wdol.gov/dba.aspx](http://www.wdol.gov/dba.aspx).

General Decision Number: TX140056 01/03/2014 TX56  
Superseded General Decision Number: TX20130056

State: Texas  
Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number    Publication Date  
0                              01/03/2014

\* SUTX2011-013 08/10/2011

Rates              Fringes

Initials of Bidder: RWS

CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	\$ 12.98
ELECTRICIAN	\$ 27.11
FORM BUILDER/FORM SETTER	
Paving & Curb	\$ 12.34
Structures	\$ 12.23
LABORER	
Asphalt Raker	\$ 12.36
Flagger	\$ 10.33
Laborer, Common	\$ 11.02
Laborer, Utility	\$ 11.73
Pipelayer	\$ 12.12
Work Zone Barricade Servicer	\$ 11.67
PAINTER (Structures)	\$ 18.62
POWER EQUIPMENT OPERATOR:	
Asphalt Distributor	\$ 14.06
Asphalt Paving Machine	\$ 14.32
Broom or Sweeper	\$ 12.68
Concrete Pavement Finishing Machine	\$ 13.07
Concrete Paving, Curing, Float, Texturing Machine	\$ 11.71
Concrete Saw	\$ 13.99
Crane, Hydraulic 80 Tons or less	\$ 13.86
Crane, Lattice boom 80 tons or less	\$ 14.97
Crane, Lattice boom over 80 Tons	\$ 15.80
Crawler Tractor	\$ 13.68
Excavator, 50,000 pounds or less	\$ 12.71
Excavator, Over 50,000 pounds	\$ 14.53
Foundation Drill, Crawler Mounted	\$ 17.43
Foundation Drill, Truck Mounted	\$ 15.89
Front End Loader 3 CY or Less	\$ 13.32
Front End Loader, Over 3 CY	\$ 13.17
Loader/Backhoe	\$ 14.29
Mechanic	\$ 16.96
Milling Machine	\$ 13.53
Motor Grader, Fine Grade	\$ 15.69
Motor Grader, Rough	\$ 14.23
Off Road Hauler	\$ 14.60
Pavement Marking Machine	\$ 11.18
Piledriver	\$ 14.95
Roller, Asphalt	\$ 11.95
Roller, Other	\$ 11.57
Scraper	\$ 13.47

Initials of Bidder: RWJ

Spreader Box	\$ 13.58
Servicer	\$ 13.97
Steel Worker	
Reinforcing Steel	\$ 15.15
Structural Steel Welder	\$ 12.85
Structural Steel	\$ 14.39
TRUCK DRIVER	
Low Boy Float	\$ 16.03
Single Axle	\$ 11.46
Single or Tandem Axle Dump	\$ 11.48
Tandem Axle Tractor w/Semi Trailer	\$ 12.27

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may

Initials of Bidder: RWJ



include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

Initials of Bidder: RMS

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

**16.0 ENCLOSURES:**

- 16.1 Pricing Sheets
- 16.2 Flagging Operation Plan
- 16.3 Specification 421 – Structural Concrete
- 16.4 Specification 457 – Timber Preservation and Treatment
- 16.5 Specification 550 – Existing Fencing and Gates
- 16.6 Specification 554 – Wood Fencing
- 16.7 Specification 555 – Chain Link Fencing
- 16.8 Specification 556 – Five Strand Barbed Wire Fence
- 16.9 Specification 671 – Traffic Control
- 16.10 Specification Special Provision 671 – Traffic Control
- 16.11 Specification 672 – Flagmen
- 16.12 Specification 8205 – Clearing Right-of-Way

**17.0 ADDITIONAL REQUIRED FORMS:**

All vendors submitting are required to complete the attached and return with submission:

- 17.1 Vendor Form
- 17.2 W9 Form
- 17.3 Tax Form/Debt/Residence Certification

Initials of Bidder: EWJ

**Term Contract for On-Site Clearing, Grubbing and Debris Removal Services for Various Road Projects per Bid 15-016**  
**Pricing Worksheet**

Bid Item Number	Specification Item Number	Quantities	Unit	Bid Item Description and Unit Price Bid Written in Words	Unit Price Bid in Numbers	Amount Bid
<b>1. Site Preparation</b>						
1.	SS8205 (550)(554)(555)(556)	340.00	HOUR	Clearing of Right-of-Way- Labor Crew 1: 1 Supervisor and 2 Laborers FOR <u>SIXTY FOUR</u> DOLLARS AND <u>SEVENTY</u> CENTS Per Hour	\$ <u>64.80</u>	\$ <u>22,032.00</u>
2.	SS8205 (550)(554)(555)(556)	660.00	HOUR	Clearing of Right-of-Way- Labor Crew 2: 1 Supervisor and 3 Laborers FOR <u>ONE HUNDRED SEVENTEEN</u> DOLLARS AND <u>ZERO</u> CENTS Per Hour	\$ <u>117.00</u>	\$ <u>77,220.00</u>
3.	SS8205 (550)(554)(555)(556)	340.00	HOUR	Clearing of Right-of-Way- Labor Crew 3: 1 Supervisor and 4 Laborers FOR <u>SEVENTY SIX</u> DOLLARS AND <u>NINETY</u> CENTS Per Hour	\$ <u>96.40</u>	\$ <u>32,776.00</u>
4.	SS8205 (550)(554)(555)(556)	250.00	EACH	Stump Removal (6 to 12-inch Diameter) FOR <u>SIXTY FIVE</u> DOLLARS AND <u>ZERO</u> CENTS Per Each	\$ <u>65.00</u>	\$ <u>16,250.00</u>
5.	SS8205 (550)(554)(555)(556)	250.00	EACH	Stump Removal (13 to 24-inch Diameter) FOR <u>NINETY</u> DOLLARS AND <u>ZERO</u> CENTS Per Each	\$ <u>90.00</u>	\$ <u>22,500.00</u>

6.	SS8205  (550)(554)(555)(556)	250.00	EACH	Stump Removal (25 to 36-inch Diameter) FOR <u>ONE HUNDRED</u> DOLLARS AND <u>TWENTY FIVE</u> CENTS Per Each	\$ 125.00 \$ 31,250.00
7.	SS8205  (550)(554)(555)(556)	250.00	EACH	Stump Removal (37-inch or larger Diameter) FOR <u>TWO HUNDRED</u> DOLLARS AND <u>SEVENTY FIVE</u> CENTS Per Each	\$ 285.00 \$ 71,250.00
Subtotal for Section 1- Site Preparation \$ 273,278.00					
2. Traffic Control					
8.	671  (672)(SP 671) (Drawings)	10.00	EACH	Traffic Control- Furnish-Install & Remove per Jobsite FOR <u>THREE HUNDRED FIFTY</u> DOLLARS AND <u>TWO</u> CENTS Per Each	\$ 350.00 \$ 3,500.00
Subtotal for Section 2- Traffic Control \$ 3,500.00					
3. Extra Work Items					
9.	SS8205  (Construction Notes)	500.00	HOURL	Clearing Right-of-Way- Additional Laborer (Assigned to crew w/Supervisor and approved by the Engineer) FOR <u>TWENTY FIVE</u> DOLLARS AND <u>TWO</u> CENTS Per Hour	\$ 24.00 \$ 12,000.00
10.	550  (554)(555)(556)	5200.00	LF	Removal, Disposal, Salvage, or relocation of Existing Fences (All Kinds) FOR <u>TWO</u> DOLLARS AND <u>TWENTY FIVE</u> CENTS Per Linear Foot	\$ 2.25 \$ 11,700.00

11.	554 (421)(550)	5,200.00	LF	Install Wood Fence FOR <u>SEVENTEEN</u> DOLLARS AND <u>SEVENTY FIVE</u> CENTS Per Linear Foot	\$ 18.75 \$ 97,500.00
12.	555 (421)(550)	5200.00	LF	Install Chain Link Fence, including gates FOR <u>TWENTY ONE</u> DOLLARS AND <u>SEVENTY SIX</u> CENTS Per Linear Foot	\$ 21.76 \$ 111,592.00
13.	556 (421)(457)	5,200.00	LF	Install Five Strand Barbed Wire Fence FOR <u>FIVE</u> DOLLARS AND <u>ZERO</u> CENTS Per Linear Foot	\$ 5.00 \$ 26,000.00
14.	SS8205 (Construction Notes)	3,000.00	CY	Debris Removal, Hauling, and Disposal FOR <u>ELI-97</u> DOLLARS AND <u>SEVENTY THREE</u> CENTS Per Linear Foot	\$ 8.83 \$ 26,490.00
15.		100.00	EA	7" X 10' Womanized Corner Posts FOR <u>FIFTY SIX</u> DOLLARS AND <u>TWENTY FIVE</u> CENTS Per Each	\$ 56.25 \$ 5,625.00
16.		10.00	EA	10' Tube Gate to include hinges FOR <u>FIVE HUNDRED SEVENTY TWO</u> DOLLARS AND <u>FIFTY</u> CENTS Per Each	\$ 562.50 \$ 5,625.00
17.		10.00	EA	16' Tube Gate to include hinges <u>ONE HUNDRED</u> FOR <u>ONE THOUSAND</u> DOLLARS <u>TWENTY FIVE</u> AND <u>ZERO</u> CENTS Per Each	\$ 1,125.00 \$ 11,250.00

**Subtotal for Section 3- Extra Work Items.... \$ 307,782.00**

NOTE: THE ITEMS LISTED ABOVE ARE EXTRA WORK ITEMS AND ARE TO BE USED ONLY ON THE INSTRUCTIONS OF THE FIELD ENGINEER ON THE PROJECT. NO COMPENSATION WILL BE RECEIVED FOR ANY PART OF THESE ITEMS UNLESS THEY ARE ACTUALLY USED ON THE JOB UNDER THE DIRECTION OF THE FIELD ENGINEER. ANY ADDITIONAL ITEMS REQUIRED OVER AND ABOVE THOSE LISTED ABOVE WILL HAVE TO BE SECURED ON A CHANGE IN CONTRACT AND ARE NOT TO BE USED UNTIL SAME HAS BEEN APPROVED BY THE COUNTY AUDITOR. THE AMOUNT BID ON THE ABOVE LISTED ITEMS IS TO BE INCLUDED IN THE GRAND TOTAL OF THE CONTRACT.

**Summary**

**1 Site Preparation**

\$ 273,278.00

**2 Traffic Control**

\$ 3,500.00

**3 Extra Work Items**

\$ 307,782.00

**Grand Total Amount of Base Bid..... \$ 584,560.00**

CONTRACT SHEET  
BID 15-016

THE STATE OF TEXAS  
COUNTY OF FORT BEND

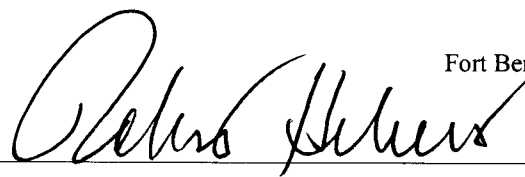
This memorandum of agreement made and entered into on the 26<sup>th</sup> day of August, 2014, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and BIO LANDSCAPE AND MAINTENANCE INC (hereinafter designated Contractor).

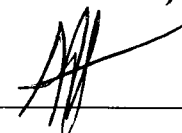
WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **On-site Grinding, Grubbing and Debris Removal Services** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 29<sup>th</sup> day of August, 2014.

By:  Fort Bend County, Texas  
County Judge

By:   
Signature of Contractor

By: ROBERT JAYMES VP OPERATIONS ARBOR  
Printed Name and Title



# CERTIFICATE OF LIABILITY INSURANCE

BIOLA-1

OP ID: SL

DATE (MM/DD/YYYY)

08/06/2014

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

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

PRODUCER  
Brown & Brown of Florida, Inc.  
Daytona Beach Office  
P.O. Box 2412  
Daytona Beach, FL 32115-2412

CONTACT NAME: CHERYL RUST, CPCU, AAI

PHONE (A/C, No, Ext): 386-239-4053

FAX (A/C, No): 386-323-9130

E-MAIL ADDRESS: CRUST@BBDAYTONA.COM

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Westfield Ins Co

24112

INSURER B: Texas Mutual Ins Co

22945

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED BIO LANDSCAPE & MAINTENANCE  
INC  
10892 SHADOW WOOD DR.  
HOUSTON, TX 77043

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CMM5060952	04/30/2014	04/30/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> CONTRACTUAL LIAB						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			CMM5060952	04/30/2014	04/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			CMM5060952	04/30/2014	04/30/2015	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ NONE						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TSF 0001212030-TX	04/30/2014	04/30/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	INS FLTR/CONT EQPT			CMM5060952	04/30/2014	04/30/2015	\$1000 DED 500,000
A	PEST/HERIBICIDE			CMM5060952	04/30/2014	04/30/2015	LIABILITY 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

(A) LEASED/RENTED EQPT POLICY #CMM5060952 EFF 4-30-14 TO 4-30-15 DED \$1,000  
LIMIT \$500,000

## CERTIFICATE HOLDER

## CANCELLATION

FORTB07

FORT BEND COUNTY  
PURCHASING DEPARTMENT  
301 JACKSON STE 201  
RICHMOND, TX 77469

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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**COUNTY PURCHASING AGENT**  
Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB  
County Purchasing Agent

(281) 341-8640  
Fax (281) 341-8642 or 341-8645

**Vendor Information**

Federal ID # or S.S #			Dun and Bradstreet # <i>18-877-1109</i>										
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization												
Legal Company Name	Year Business was Established <u>1980</u> <i>BIO LANDSCAPE AND MAINTENANCE INC</i>												
Remittance Address	<i>10892 SHADOW WOOD DRIVE</i>												
City/State/Zip	<i>HOUSTON TEXAS 77043</i>												
Physical Address	<i>10892 SHADOW WOOD DRIVE</i>												
City/State/Zip	<i>HOUSTON TEXAS 77043</i>												
County	<input type="checkbox"/> Fort Bend County    Other: <i>HARRIS</i>												
Phone/Fax Number	Phone: <i>713-462-8552</i> Fax: <i>713-690-6461</i>												
Contact Person	<i>ROBERT JAYNES</i>												
E-mail	<i>R JAYNES @ BIO LANDSCAPE . COM</i>												
Special Notes													
The Company listed above is a (check all that apply and attached certificate).	<table border="0"> <tr> <td><input type="checkbox"/> DBE-Disadvantaged Business Enterprise</td> <td>Certification # _____</td> </tr> <tr> <td><input type="checkbox"/> SBE-Small Business Enterprise</td> <td>Certification # _____</td> </tr> <tr> <td><input type="checkbox"/> HUB-Texas Historically Underutilized Business</td> <td>Certification # _____</td> </tr> <tr> <td><input type="checkbox"/> WBE-Women's Business Enterprise</td> <td>Certification # _____</td> </tr> <tr> <td><input type="checkbox"/> MBE-Minority Business Enterprise</td> <td>Certification # _____</td> </tr> </table>			<input type="checkbox"/> DBE-Disadvantaged Business Enterprise	Certification # _____	<input type="checkbox"/> SBE-Small Business Enterprise	Certification # _____	<input type="checkbox"/> HUB-Texas Historically Underutilized Business	Certification # _____	<input type="checkbox"/> WBE-Women's Business Enterprise	Certification # _____	<input type="checkbox"/> MBE-Minority Business Enterprise	Certification # _____
<input type="checkbox"/> DBE-Disadvantaged Business Enterprise	Certification # _____												
<input type="checkbox"/> SBE-Small Business Enterprise	Certification # _____												
<input type="checkbox"/> HUB-Texas Historically Underutilized Business	Certification # _____												
<input type="checkbox"/> WBE-Women's Business Enterprise	Certification # _____												
<input type="checkbox"/> MBE-Minority Business Enterprise	Certification # _____												
Company's gross annual receipts:	<input type="checkbox"/> < \$500,000 <input type="checkbox"/> \$500,000-\$4,999,999 <input type="checkbox"/> \$5,000,000-\$16,999,999 <input type="checkbox"/> \$17,000,000-\$22,399,999 <input checked="" type="checkbox"/> >\$22,400,000												
NAICs codes (Please enter all that apply).	<i>561730</i>												

**PLEASE NOTE:** W-9 needs to be attached in order to be entered into our system

**Request for Taxpayer  
Identification Number and Certification**

**Give form to the  
requester. Do not  
send to the IRS.**

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

**BIO LANDSCAPE AND MAINTENANCE INC**

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership  
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  
☐ Other (see instructions) ▶

☐ Exempt  
payee

Address (number, street, and apt. or suite no.)

**10872 SHADOW WOOD DRIVE**

City, state, and ZIP code

**HOUSTON TEXAS 77043**

Requester's name and address (optional)

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign  
Here**

Signature of  
U.S. person ▶

Date ▶

**8-5-2014**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Job No.: \_\_\_\_\_

**TAX FORM/DEBT/ RESIDENCE CERTIFICATION**  
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): \_\_\_\_\_

Company Name submitting Bid/Proposal: BIO LANDSCAPE AND MAINTENANCE INC

Mailing Address: 10892 SHADOW WOOD DRIVE HOUSTON TEXAS 77043

Are you registered to do business in the State of Texas? ☒ Yes ☐ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. **Property**: List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.\*

2120212

Property address or location\*\*

9570 SOUTH SAM HOUSTON PARKWAY WEST

\* This is the property account identification number assigned by the Fort Bend County Appraisal District.

\*\* For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

☐ Yes ☒ No

If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the 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 BIO LANDSCAPE AND is a Resident Bidder of Texas as defined in Government Code  
[Company Name]  
§2252.001. MAINTENANCE INC

☐ I certify that \_\_\_\_\_ is a Nonresident Bidder as defined in Government Code  
[Company Name]  
§2252.001 and our principal place of business is \_\_\_\_\_.

[City and State]