

Proposal Date:
8/28/2017



www.hotlandscape.com

Williamson County Sheriff's Firearms Range
3901 CR 130
Hutto Texas

PROPOSAL

This proposal is based on 39 trips per year on the following schedule:

January		May	4	September	5
February	2	June	5	October	4
March	5	July	4	November	2
April	4	August	4	December	

Each trip will include these services in the primary areas as applicable to your property: (1) Pick up litter on areas to be mowed; (2) Mow primary lawn areas (3) Edge all walks, curbs, and drives; (4) Trim fringe left by mowers around building, posts, trees, and other raised objects. May be chemically treated where not unsightly; and (5) Sweep or otherwise clean up debris caused by our work, including any detrimental or unsightly overlay of cut grass on lawn areas.

Periodic maintenance during the annual contract term will include the services and frequencies indicated:

Fertilize primary lawn area. Spring & Fall (2X) with materials formulated for best turf development

Mow grass areas designated by client, 39 times.

Shear shrubs and ground cover as needed.

Weed and edge beds

Addendum Attachment "A" attached.

Mulch

Annuals

Irrigation Check

Annual Price: \$6,008.44

Payable Monthly: (10 Months) \$600.84

Thanks again for your consideration. Please feel free to call if you need further information or desire a revision in this proposal. If you wish to institute the program as proposed, please carefully read the terms and indicate your acceptance by your signature.

August 28th 2017
DATE

August 28th 2017
DATE

OWNER/REPRESENTATIVE

HEART OF TEXAS LANDSCAPE & IRRIGATION



www.hotlandscape.com

ATTACHMENT "A"

Other services included in contract:

We practice Integrated Pest Management.

Other than pre-emergent herbicides, we only treat the pest as the pest becomes prevalent

- 1) Post emergent herbicides as needed in turf, beds, or curb and gutter-pre cannot be used in beds.
- 2) Disease or insects (other than web worms in tall trees) on turf, shrubs or trees.
- 3) Shrubs and trees are fertilized in the spring.
- 4) Mistletoe removal or treatment is not included.
- 5) Sucker removal & crape myrtle pods that can be reached from the ground are part of shrub trimmings. Suckers as needed. Crape myrtle pods in mid to late February.
- 6) Turf is fertilized mid April with a slow release sulfur coated urea fertilizer with iron, sulfur & zinc trace elements. A winterize is applied in early October. (Based on seasonal temperatures)
- 7) If there would be a scale problem, then dormant oil will be applied.
- 8) Fall leaf removal when majority of trees have dropped. Oak leaf removal in late February-early March when the majority of trees have dropped.
- 9) Fire ant baits & powder will be charged out per container.
- 10) Mistletoe or webworm treatment will be billed separately.
- 11) All other services will be performed based on an approved estimate.

Your signature below indicates that you have read the information and have understood the scope of services to be provided by Heart of Texas:

DATE

August 28th 2017

DATE

OWNER/REPRESENTATIVE



HEART OF TEXAS LANDSCAPE & IRRIGATION
CO, INC.



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CONTRACT

(To include Proposal and Attachment "A", page 3 of 3 of contract)

- 1) The proposal constitutes a part of this contract by and between the HEART OF TEXAS LANDSCAPE & IRRIGATION CO, INC herein after referred to as the "Contractor," and the "Client" Williamson County Sheriff's Firearms Range whose address is 3901 CR 130 Hutto, Texas 78634.
- 2) The services specified in this contract will be completed in a workmanlike manner as near to the scheduled day as possible. However, the Contractor shall not be responsible or liable for, nor shall this contract be voided by interruptions and delays caused by Acts of God, bad weather, strikes, lockouts, or any other event beyond the control of the Contractor. This does not relieve the Contractor of resuming the services as soon as conditions permit, nor does it relieve the Client of prompt payment of the regular monthly installments as billed.
- 3) The Contractor hereby agrees to provide workers compensation insurance, unemployment compensation and any other insurance required by law, as well as general liability and property damage coverage. The Contractor hereby also hereby agrees to collect and pay promptly all employees withholding and FICA taxes and hold the Client harmless in this matter when all due payments due to the Contractor have been made. The Contractor hereby agrees to use all products utilized providing the services called for in this contract in accordance with labeled instructions. The Contractor does not in any way warrant the fitness of the goods supplied under this contract and expressly disclaims all express or implied warranties of merchantability or fitness of any good or service supplied under this contract
- 4) The Client agrees to pay the Contractor at its address in Bell County, Texas such amount as is due and owing under the terms of this contract **within (NET 30) days** of the billing date. A payment not postmarked by the due date will be considered late and a payment not received before the next billing date will incur service and finance charges at the rate of 1.5% per month (18% annually), or at the maximum rate allowed by law. Notwithstanding the foregoing, the Client also agrees that should any payment not be made before the next billing date the Contractor may at his option declare this contract terminated without further notice, cease all services and immediately invoice for work actually done. Failure to exercise said option at any given time does not void this contract nor does it prevent the Contractor from doing so at a later date.
- 5) This contract shall continue on an annual basis and will renew unless canceled on 30 day written notice along with payment for work actually done. This contract is susceptible to an annual increase.
- 6) If the Client wishes to cancel this contract within the initial 12 months, they may do so by submitting a 30 day written cancellation letter and paying for remaining service visits on the contract. This can be calculated by dividing the annual service fee (tax included) by the annual service visit count stated on the contract.
- 7) Both "per trip" and "equal installment" billings will be dated the 1st day of each month of the contract period and are due and payable by or before the 1st of the month. The amount of "per trip" billing is determined by division of the annual cost by the number of trips annually. This monthly charge is determined by the number of trips made during the month of billing. The amount of "equal installments" billing is determined by division of the annual cost by twelve.



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- No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.
- Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.
- Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate 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.
- Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
- Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- Right to Audit: CONTRACTOR agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of CONTRACTOR which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR agrees that licensee shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. licensee shall give CONTRACTOR reasonable advance notice of intended audits.

ACCEPTED on this 28th day of August, 2017

OWNER/REPRESENTATIVE



HEART OF TEXAS LANDSCAPE & IRRIGATION
CO, INC.



www.hotlandscape.com

P.O. Box 1236
Belton, Texas 76513-1236

www.hotlandscape.com

Fax: 254-939-2629
Phone: 254-939-6795

MONTHLY SERVICE BREAKDOWN

Service	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	Total
Mow	0	2	5	4	4	5	4	4	5	4	2	0	39
Weedeat	0	2	5	4	4	5	4	4	5	4	2	0	39
Edging	0	2	5	4	4	5	4	4	5	4	2	0	39
Blowing	0	2	5	4	4	5	4	4	5	4	2	0	39
Shrub Trimming	AS NEEDED												0
Tree Trimming													0
Leaf Pickup													0
Mulch													0
Fertilizer													0
Pre-emergent													0
Annuals													0
Herbicide	AS NEEDED												0
Insecticide	AS NEEDED												0
Irrigation Check													0
Aerification													0
Rye Overseed													0
Perennial Cutbacks													0

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Annuals													0
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Insecticide	AS NEEDED												0
Irrigation Check													0
Aerification													0
Rye Overseed													0
Perennial Cutbacks													0



Randy Barker, CPPO, CPPB
Purchasing Director/Agent

Certificate of Interested Parties (Form 1295)

(Revised 02/21/2017)

IFB#, RFP#, RFQ# or Contract/Agreement#: _____

Service Description/Contract Name: Williamson Co. Sheriff's Firearms Range

Vendor Name: Heart of Texas Landscape & Irrigation Co. mowing services

Your contract is being recommended to the Williamson County Commissioners Court for approval as a future agenda item.

The Texas Legislature passed HB1295 in their last legislative session which added Section 2252.908 to the Texas Government Code that now requires that a governmental entity receive a **Certificate of Interested Parties Texas Ethics Commission (Form 1295)** before entering into a contract (new, amended, extended or renewed) that

- (1) Requires an action or vote by the Commissioners Court (all contracts that fall under the jurisdiction of Commissioners Court approval such as contracts resulting from an IFB, RFP, RFQ etc. excluding but not limited to certain Juvenile Services contracts, contracts funded with Sheriff's seized funds monies etc.) before the contract may be signed. **A new filing must be completed for each awarded contract (new, amended, extended or renewed) requiring Commissioners' Court approval.**
- (2) Has a value of at least \$1 million.

Accordingly, we are needing your assistance in complying with the new Form 1295 requirements.

Note: Since the majority of contracts with Williamson County require approval by the Commissioners Court, this form will most likely be required in order to approve and execute your contract.

Our goal is to serve the public, the county organization, and our suppliers efficiently, professionally, and ethically.

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
Phone: 512-943-3553
www.wilco.org/purchasing



Randy Barker, CPPO, CPPB
Purchasing Director/Agent

As of January 1, 2016, Respondents are responsible for complying with this law.

Per the direction of the Texas Legislature, the Texas Ethics Commission made available on its website a new filing process that must be used to file Form 1295. Information regarding how to use the filing process is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

- (1) Use the online application to process the required information on Form 1295;
- (2) Print a copy of the form which will contain a unique certification number;
- (3) An authorized agent of the Respondent must sign the printed copy of the form;
- (4) Have the form **notarized**; and
- (5) The completed Form 1295 and certification of filing must be filed (scanning and emailing form is sufficient) with Williamson County at the time the signed contract is submitted for Commissioners Court approval.

If you haven't already done so, your first step in completing Form 1295 will be to create an account. For assistance on how to register and how to complete Form 1295, we would highly encourage you to watch the short "Logging In the First Time– Business User" and "How to Create a Certificate" videos that are posted on the website noted above. In addition there are several other links on the website posted above that may be helpful to you in understanding and completing Form 1295.

Williamson County's guidance in completing Form 1295 is as follows (Please note this is not legal advice):

- (1) Who is the contract with – click "Other Governmental Entity"
- (2) Agency/Entity Name – Williamson County, Texas
- (3) Contract ID Number - enter the Contract# specified at the top of this email. If no number was specified, please put 'N/A'.
- (4) Who is the Signature of officer administering oath (the entire bottom line of the form) – the Notary.

With regards to listing your entity's Interested Parties, the Ethics Commission defines the terms controlling interest and intermediary interest is as follows:

"Controlling interest"– means:

- (1) An ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
- (2) Membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or

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Purchasing Director/Agent

- (3) Service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

“Intermediary interest” means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) Receives compensation from the business entity for the person's participation;
- (2) Communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) Is not an employee of the business entity.

Your help is appreciated in completing and returning Form 1295 at your earliest convenience. Any delay in returning this form will result in delay of approval and/or award of the contract. If this form is not returned, Williamson County will not proceed with the approval and/or award of the contract.

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Georgetown, Texas 78626
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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Heart of Texas Landscape and Irrigation
 Belton, TX United States

Certificate Number:
 2017-254688

Date Filed:
 08/28/2017

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

N/A
 Sheriff's Firearms Range Mowing Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Signature]

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Ben Pamplin, this the 29 day of August, 2017, to certify which, witness my hand and seal of office.

[Signature] Christina Rodriguez Notary Public

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath