



**OFFICE OF WILLIAMSON
COUNTY JUDGE**

710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626
(512) 943-1550 PHONE ♦ (512) 943-1662 FAX

November 13, 2018

Via electronic mail: dustin@hotlandscape.com

Heart of Texas Landscape & Irrigation

P.O. Box 1236

Belton, TX 76513

***In re: Notice of Contract Termination (Williamson County Sheriff's
Firearms Range, 3901 CR 130, Hutto, TX)***

To Whom It May Concern:

As you are aware, Williamson County is currently in a contract with your company for mowing and related services at the above-referenced address. The Williamson County Commissioners Court, as the legislative body for the county, has decided to make changes in this category of services, including the present contract. Pursuant to the terms and conditions set forth in the service contract, which states in relevant part (page 4, special terms):

- **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.**

Therefore, the purpose of this letter is to give you official notice that Williamson County elects to terminate the agreement between the parties, and such

termination will be effective in thirty (30) calendar days or Thursday, December 13, 2018.

Thank you for your prompt attention and assistance in this regard.

Sincerely,

Hon. Dan Gattis
Williamson County Judge

cc: Williamson County Auditor's Office
Williamson County Sheriff's Office

DG/sos

Proposal Date:
10/1/2017



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

PROPOSAL

This proposal is based on 39 trips from October 1, 2017 to September 30, 2018 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.

DATE 10/1/2017
Valerie Covey
OWNER/REPRESENTATIVE

DATE 10/1/2017
DA Rzh
HEART OF TEXAS LANDSCAPE & IRRIGATION



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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 10/1/2017

Valerie Covey
OWNER/REPRESENTATIVE

DATE 10/1/2017

[Signature]
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 1st Day Of October 2017

Valerie Covey
OWNER/REPRESENTATIVE

[Signature]
HEART OF TEXAS LANDSCAPE & IRRIGATION
CO, INC.



www.hotlandscape.com

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

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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

Commissioners Court - Regular Session**33.****Meeting Date:** 10/10/2017

Mowing for SO Firing Range

Submitted For: Randy Barker**Submitted By:** Jayme Jasso, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the agreement between Heart of Texas Landscape & Irrigation and Williamson County for Landscaping Services for the Sheriff's Office Firing Range in Hutto.

Background

Proposal based on 39 trips from October 1, 2017 to September 30, 2018; each trip will include services in primary areas as applicable per attached. Annual price is \$6,008.44 payable in ten (10) monthly payments of \$600.84 (no monthly service in December & January).

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsMowing Agreement**Form Review****Inbox**

County Judge Exec Asst.

Purchasing (Originator)

Form Started By: Jayme Jasso

Final Approval Date: 10/05/2017

Reviewed By

Wendy Coco

Randy Barker

Date

10/05/2017 11:27 AM

10/05/2017 11:38 AM

Started On: 10/05/2017 10:47 AM