AMENDMENT TO
WILLIAMSON COUNTY SERVICE AGREEMENT
Heart of Texas Landscape & Irrigation

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS AMENDMENT TO WILLIAMSON COUNTY SERVICE AGREEMENT ("Amendment") is entered into as of the last party's execution hereof, by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Texas Landscape & Irrigation Co., Inc. ("Service Provider"), both of which are referred to herein as the parties.

WHEREAS, the County and Service Provider entered into a Service Agreement, **RFP T1289 Parks Landscaping**, dated effective October 1, 2020 (the "Agreement"), setting forth the terms and conditions pursuant to which Service Provider agreed to provide certain services;

WHEREAS, the Parties desires to amend the Agreement to include an additional location to the scope of service.

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

AMENDMENT

I. Section 1.6. Landscape Specifications of the Agreement shall be amended to include the work and location described in the attached Proposal being marked as Exhibit A.

II. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Amendment are the valid, binding, and enforceable obligations of such party.

III. All other terms of the Agreement which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____

Heart of

TEXAS LANDSCAPE & IRRIGATION CO., INC:

_____
Authorized Signature

Dustin Finch
Printed Name

Date: 9/23/24

Exhibit "A"
Proposal

Proposal Date:
9/9/2024

HEART of TEXAS LANDSCAPE & IRRIGATION

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Williamson Co Parks Dept
Faith Missionary Baptist Church

PROPOSAL

This proposal is based on 22 trips per year on the following schedule:

January	0	May	3	September	2
February	1	June	2	October	3
March	2	July	2	November	2
April	3	August	2	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 and weed eat all walks, curbs, and drives; may be chemically treated where not unsightly: and (4) blow or otherwise clean up debris caused by our work.

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

[X] Mow grass areas designated by client, 22 times.

[ ] Shear shrubs and ground cover as needed.

[ ] Weed and edge beds

[X] Addendum Attachment "A" attached.

[ ] Irrigation Check - Quarterly

[ ] Winter Rye Grass

All additional services will be performed with an approved estimate

Annual Price: $1,320.00 No Tax Monthly Price: $110.00 No Tax

*** _____ **REPRESENTATIVE INITIALS ACKNOWLEDGING PRICE**

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	9/23/24 DATE
OWNER/REPRESENTATIVE	HEART OF TEXAS LANDSCAPE & IRRIGATION CO, INC.

RV 3/4/19

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ATTACHMENT "A"

Other services included in contract or available upon request:

We practice Integrated Pest Management.
Other than fertilizer/pre-emergent herbicides, we only treat the pest as the pest becomes prevalent

1) Turf is fertilized in the spring with a slow release sulfur coated urea fertilizer with iron, sulfur & zinc trace elements. A winterize is applied in early fall.

2) Shrubs and trees are fertilized in the spring if fertilizer is included in the contract. (see page 1)

3) Post emergent herbicides in turf, beds, or curb and gutter upon request for an additional charge

4) Disease or insects on turf, shrubs, or trees will be treated upon request for an additional charge

5) Mistletoe removal or treatment is not included.

6) Sucker removal and crape myrtle pods that can be reached from the ground, up to eight feet, are part of shrub trimmings.

7) Fall leaf removal will occur when majority of trees have dropped. Oak leaf removal in late February-early March when the majority of trees have dropped.

8) Fire ant baits & powder will be charged out per container upon request.

9) All other services will be performed based on an approved estimate.

10) Tree trimming up to eight feet is included in the contract. Any tree trimming over eight feet will be upon request for an additional charge.

11) Perennial cut backs will be performed in Winter after the first freeze. Roses will be cut back after Valentine's Day.

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	9/23/24 DATE
OWNER/REPRESENTATIVE	HEART OF TEXAS LANDSCAPE & IRRIGATION CO, INC.

HEART of TEXAS
LANDSCAPE & IRRIGATION

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CONTRACT

(Including Proposal, Attachment "A", page 3 of Contract, and Monthly Service Breakdown)

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" _____ whose address is _____."

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 Contactor 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 warrantees 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. Acceptable forms of payment include cash, checks, money orders, debit cards, and credit cards **(a credit card convenience fee will be applied)**. STARTING JULY 1ST 2019 – **If paying by credit card a 3% convenience fee will be added to the total payment due. If paying by check or cash this convenience fee will not apply.** 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. Not withstanding 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. _____ **REPRESENTATIVE INITALS**

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.** _____ **REPRESENTATIVE INITALS**

6) If the Client wishes to cancel this contract within the initial 12 months, they may do so by submitting a 30 day written cancelation 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

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.

8)If it is necessary for the Contractor to place this contract in the hands of attorney for the purpose of collecting any amount past due and owing under the contract, the Client agrees to pay Contractor's reasonable attorney's fees, expenses and costs.

ACCEPTANCE DATE: _____

OWNER/REPRESENTATIVE

HEART OF TEXAS LANDSCAPE & IRRIGATION CO, INC.

HEART of TEXAS LANDSCAPE & IRRIGATION

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MONTHLY SERVICE BREAKDOWN

Service	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	Total
Mow	0	1	2	3	3	2	2	2	2	3	2	0	22
Weedeat	0	1	2	3	3	2	2	2	2	3	2	0	22
Edging	0	1	2	3	3	2	2	2	2	3	2	0	22
Blowing	0	1	2	3	3	2	2	2	2	3	2	0	22
Shrub Trimming	AS NEEDED												0
Tree Trimming													0
Leaf Pickup													0
Fertilizer													0
Pre-emergent													0
Irrigation Check													0
Rye Overseed													0
Perennial Cutbacks													0

_____ **REPRESENTATIVE INITIALS ACKNOWLEDING SERVICE BREAKDOWN**

List of additional services bid as needed or upon request (including but not limited to):
Post-emergent Herbicides (turf and bed weed treatment)
Tree trimming - over 8'
Insecticide/Fungicide
Aerification
Top-dressing
Fire ant treatment/bait
Mulch
Seasonal Color

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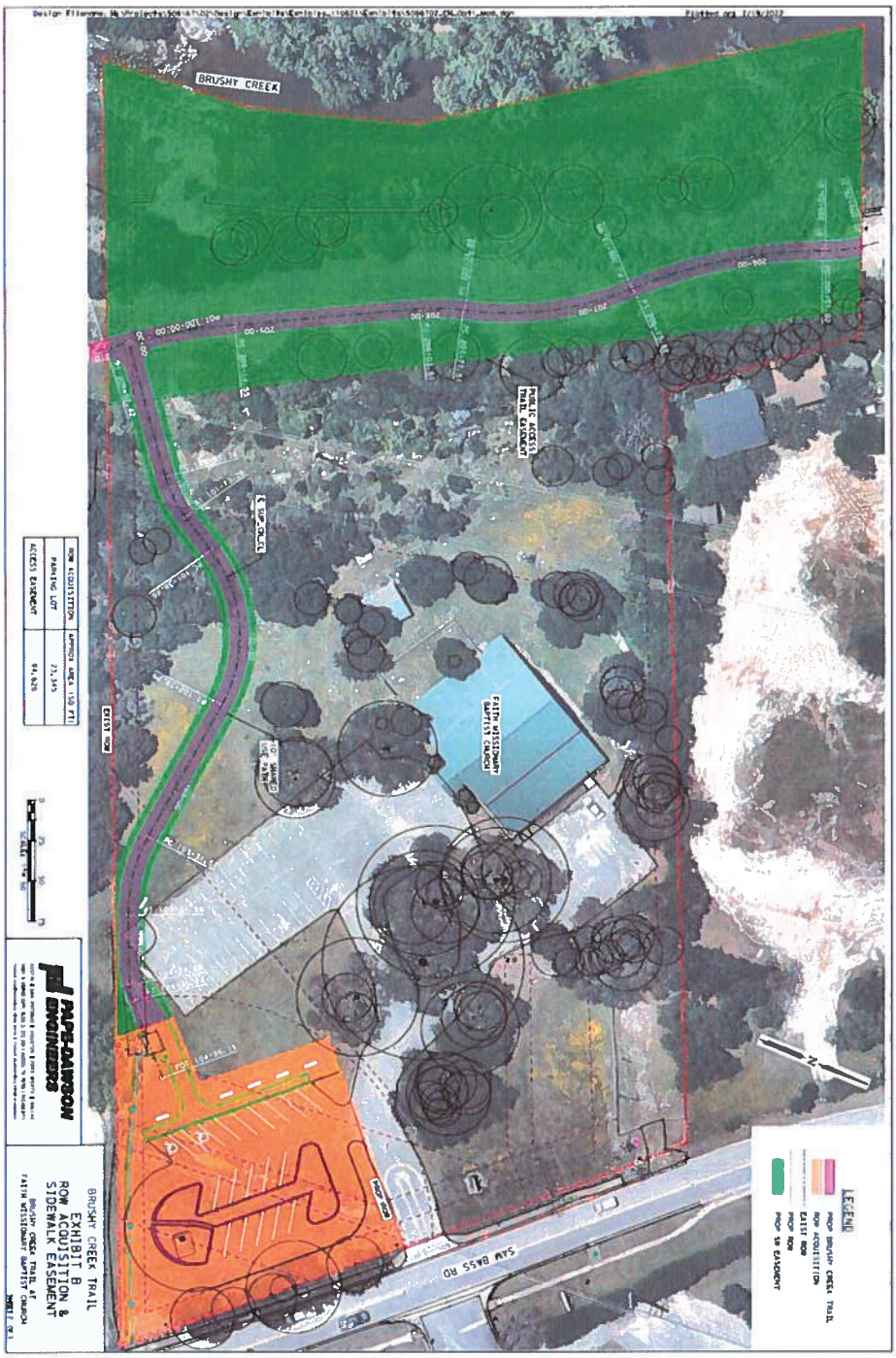

RV 3/4/19