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## SECOND AMENDMENT TO WILLIAMSON COUNTY SERVICE AGREEMENT

Heart of Texas Landscape & Irrigation Co.

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**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 SECOND AMENDMENT TO WILLIAMSON COUNTY SERVICE AGREEMENT ("Second 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 Heart of Texas Landscape & Irrigation Co. ("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 West Arena at the Williamson County Expo Center as described in the attached Proposal being marked as Exhibit A.
- II. The additional location for landscaping is deemed to be in the public's interest and incorporated into the Agreement as follows:

Landscape of the West Arena at the Williamson County Expo Center by Service Provider in the amount of \$5,294.00, per fiscal year. For purposes of this Second Amendment, the County's fiscal year shall be October 1st to September 30th.
- III. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Second Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Second Amendment are the valid, binding, and enforceable obligations of such party.
- IV. 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 Second 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, TEXAS

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

HEART OF TEXAS LANDSCAPE &  
IRRIGATION CO.

By:  \_\_\_\_\_

Printed Name: Dustin Finch

Title: Account Manager

Date: 6/2/25

**Approved as to Legal Form**  
HAL HAWES  
General Counsel, Commissioners Court  
Date: Jun 03 2025 Time: 8:41 am

**Reviewed by Contract Audit**  
SARA GREER, CGAP  
Contract Auditor  
Williamson County Auditor's Office  
Date: Jun 03 2025 Time: 6:40 am



www.hotlandscape.com

Williamson County Expo  
New Arena

### PROPOSAL

This proposal is based on 30 trips per year on the following schedule:

January	<u>1</u>	May	<u>4</u>	September	<u>2</u>
February	<u>2</u>	June	<u>4</u>	October	<u>2</u>
March	<u>4</u>	July	<u>2</u>	November	<u>2</u>
April	<u>4</u>	August	<u>2</u>	December	<u>1</u>

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

☒ Mow grass areas designated by client, 30 times.

☒ Shear shrubs and ground cover as needed.

☒ Weed and edge beds

☐ Addendum Attachment "A" attached.

☐ Irrigation Check - Quarterly

☐ Winter Rye Grass

### Budgetary Numbers Only

Annual Price: \$5,294.00

Monthly Price: \$441.17

PLANT SCHEDULE WEST ARENA

ITEM	QTY	DESCRIPTION	QTY	DESCRIPTION	QTY	DESCRIPTION
1	1	1" x 6" x 8" LUMBER	1	1" x 6" x 8" LUMBER	1	1" x 6" x 8" LUMBER
2	1	2" x 4" x 8" LUMBER	1	2" x 4" x 8" LUMBER	1	2" x 4" x 8" LUMBER
3	1	4" x 6" x 8" LUMBER	1	4" x 6" x 8" LUMBER	1	4" x 6" x 8" LUMBER
4	1	6" x 8" x 8" LUMBER	1	6" x 8" x 8" LUMBER	1	6" x 8" x 8" LUMBER
5	1	8" x 10" x 8" LUMBER	1	8" x 10" x 8" LUMBER	1	8" x 10" x 8" LUMBER
6	1	10" x 12" x 8" LUMBER	1	10" x 12" x 8" LUMBER	1	10" x 12" x 8" LUMBER
7	1	12" x 14" x 8" LUMBER	1	12" x 14" x 8" LUMBER	1	12" x 14" x 8" LUMBER
8	1	14" x 16" x 8" LUMBER	1	14" x 16" x 8" LUMBER	1	14" x 16" x 8" LUMBER
9	1	16" x 18" x 8" LUMBER	1	16" x 18" x 8" LUMBER	1	16" x 18" x 8" LUMBER
10	1	18" x 20" x 8" LUMBER	1	18" x 20" x 8" LUMBER	1	18" x 20" x 8" LUMBER

CONTRACTOR SHALL VERIFY LOCATION OF ALL OVERHEAD AND UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. ALL UTILITIES SHALL BE MARKED AND DEPTH NOTED. CONTRACTOR SHALL COORDINATE WITH CITY OFFICIALS AND UTILITY COMPANIES FOR ANY NECESSARY PERMITS AND SHUTDOWNS. FOR LUMBER DUE TO SHARPEN TO MATCH, LOCATION FOR ALL LUMBER SHALL BE VERIFIED PRIOR TO CONSTRUCTION. ALL LUMBER SHALL BE TYPED TO MATCH SCHEDULE.

