

LETTER OF AGREEMENT

This is a Letter of Agreement (“Agreement”) between the City of Killeen (“City”) and Landscapes Unlimited, LLC (“Contractor”); collectively, the “Parties”.

In consideration of the premises and of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

Scope of Agreement. The purpose of this Agreement is to enlist the services of Contractor to:

Furnish all labor, material, supplies, and services necessary to provide a new 18-hole irrigation system for Stonetree Golf Club as defined in the Proposal and as depicted in the Design Review, both of which are attached hereto and incorporated herein as Exhibit A and Exhibit B, respectively (the “Services”).

Term of Agreement. This Agreement shall become effective on the date that the last required signature is affixed and shall automatically terminate after 150 days. The above notwithstanding, the termination date of this Agreement may be extended due to delays outside of Contractor’s control (e.g., weather, supply chain issues, etc.) upon the written request by Contractor to City. The decision to approve the additional days is in City’s sole discretion but should not be unreasonably denied.

Consideration. Contractor agrees to provide the Services for the lump sum payment of \$ 2,669,640.29.

Contractor may submit monthly invoices during the term of this Agreement for payment of work already performed. City shall issue payment within 30 days of receipt of this invoice.

Independent Contractor. Contractor shall act as an Independent Contractor. Under no circumstances shall Contractor be deemed an employee or partner of Owner.

Applicable Laws: Contractor shall follow all applicable local, State, and Federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If any unusual substances or extraordinary amounts of the aforementioned substances are encountered, the Contractor will contact the City to contact the State and the relevant agency with authority for regulation of the substance.

Standard of Care. The standard of care for all professional engineering and related services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of the Contractor’s profession practicing under similar circumstances at the same time and in the same locality.

Insurance. Contractor shall procure and maintain insurance in the following amounts:

Worker’s Compensation	Statutory
Automobile Liability	\$500,000 Combined single Limit for each accident (Bodily injury and property damage).
General Liability	\$1,000,000 each occurrence (Bodily injury and property damage).
Professional Liability	\$1,000,000 general aggregate.

On all policies, except Worker’s Compensation and Professional Liability, City shall be listed as an additional insured with a full waiver of subrogation. A certificate of coverage shall be provided to the City prior to commencing work on the Project.

Subcontracts and Assignments. Contractor's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned. Any other assignments shall be void and of no effect.

Indemnification. To the fullest extent permitted by law, City or Contractor, as applicable, shall indemnify and hold harmless the other party, and the other party's officers, directors, partners and employees from and against any and all costs, losses and damages (including, without limitation, all fees and charges of attorneys and other professionals, and all court or dispute resolutions costs) caused by the gross or intentional negligent acts or omissions of the City or Contractor, as applicable, or their respective officers, directors, partners, employees and consultants with respect to the performance under this Agreement or the Project. The obligations under this section shall survive termination of this Agreement for one year.

Termination. This Agreement may be terminated by either party for cause upon thirty (30) calendar days' written notice, provided such cause cannot be reasonably cured within such thirty (30) day period. City may terminate this Agreement for convenience effective upon receipt of written notice declaring the same. If City terminates this Agreement for convenience, Contractor shall be compensated for all work completed at that time in accordance with this Agreement, plus 15% to cover losses by Contractor resulting from the termination.

Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

Severability. If any provision of this Agreement shall, for any reason, be held to violate any applicable law, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate the remaining provisions of this Agreement.

Survival. Any provision of this Agreement providing for indemnity, insurance or a duty that necessarily will not be completed until after the expiration or termination of this Agreement shall continue in full force and effect until such a time as all duties have been fully performed.

Non-waiver. Failure to enforce any provision of this Agreement by either party shall not constitute a waiver of that provision for purposes of the subsequent enforcement of that provision or the remainder of this Agreement.

Contract Verification. Texas law provides that a governmental entity may not enter into contracts over for goods and services valued at \$100,000 or more with a company that employs at least 10 full-time employees unless the company provides written verification regarding aspects of the company's business dealings.

- Texas Government Code, Chapter 2271 – Contractor must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. Boycott Israel is defined in Government Code Chapter 808.
- Texas Government Code, Chapter 2274 – Contractor must verify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.
- Texas Government Code, Chapter 2276 – Contractor must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. Boycott energy company is defined in Government Code Chapter 809.

Entire Agreement. This Agreement shall represent the entire agreement by and between the Parties and it may not be changed except by written amendment duly executed by all Parties.

SIGNED, ACCEPTED, AND AGREED to by the undersigned Parties, on the dates indicated, who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

City

Contractor

Kent Cagle
City Manager

Date



11/21/2025

Name: Tim Hubbard

Date

Title: Vice President, Landscapes Unlimited LLC.

September 15, 2025

PROPOSAL FORM

Irrigation System

Stonetree Golf Club

1600 Stonetree Dr
Killeen, Texas 76543

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I. General

A. Proposal Submittal

1. The undersigned Contractor warrants, by submittal of this Proposal Form, compliance with the Instructions To Contractors and having examined the plans, specifications, related documents and the construction site hereby proposes to furnish all labor, material, supplies and services necessary to provide a complete project in accordance with the contract documents within the time requested and at the prices stated below.
2. The undersigned Contractor further warrants and guarantees the compliance with all material specifications and substitutions specifically approved by written documentation by the Design Consultant and that any and all repair or replacement cost associated with the installation of unauthorized materials shall be to the Contractor's account and shall in no way relieve the Contractor from any obligation accepted by this submittal and other contractual agreements with the Owner.
3. The undersigned Contractor fully accepts all provisions and conditions of the Contract Documents and Drawings.
4. This proposal submittal shall remain valid for thirty (30) days after the bid opening or as required by the Owner.

B. Special Notes

1. **The irrigation proposal is a lump sum proposal** for the complete materials including the TORO/Rain Bird materials and installation of the irrigation system as specified. All materials shown on the Contract Drawings or mentioned in the written specifications shall be included. Due to the diagrammatic nature of the drawings and necessary field adjustments, it is normal for some changes in the routing of pipe and wire or the location of components, such as sprinkler heads and valves to be anticipated. The Contractor shall not seek additional compensation for changes of this nature. However, significant changes in the amount of work, whether addition or reduction, shall be adjusted in accordance with unit proposal items or if not specifically listed in the unit proposals, negotiated with the Owner.
2. The closing of golf holes is restricted to nine (9). Installation will be restricted to the closing of nine (9) holes at any one time.
3. All hole closings and openings shall be with adequate notice and coordination with the Pro Shop and Golf Course Superintendent.
4. The existing irrigation system shall be maintained fully operational except for the holes that are under construction. The Contractor shall coordinate and have approval for the sequence and timing of the abandonment of portions of the existing irrigation system as the installation progresses. In no case, shall portions of the existing irrigation system be disabled without the permission of the Golf Course Superintendent.
5. The installation of a golf hole will not be considered complete until it is fully operational on the central control computer. Hole by hole programming will be required as the installation progresses from hole to hole.

6. Special care in the removal, preservation, re-laying, and rolling of sod along all trenches.
7. Coordination of all construction traffic and routing shall be by the Owner's instructions.
8. The Contractor shall supply and maintain a sufficient number of workers on site for the irrigation installation. The crew shall be balanced with skilled and unskilled workers. Balance of the work force shall mean that in the areas of excavation, piping, electrical, and backfill/clean-up, sufficient labor be dedicated to each area, such that each area progresses at the same speed.
9. The Contractor shall make the connection to the Owner provided pump station discharge pipe. The construction of the wet well and installation of a new pumping station is not in the Irrigation Contractor's scope of work.
10. By prior negotiations and selection, all Rain Bird/TORO materials and distributor support shall be provided by Keeling/PTP.
11. If pipe bedding material is necessary, the Contractor will provide bedding material and place the bedding material at a convenient single location for each golf hole.
12. When there is excavated material not suitable for trench backfill, the Contractor shall place the excavated spoils to a single designated location adjacent to each golf hole. Further handling and disposal of the excavated spoils will be by the Contractor.

C. Removal of Existing Irrigation Components

1. The Contractor shall remove the existing irrigation sprinkler heads, valve boxes, quick couplers, and satellite controllers. The removal of the sprinklers and quick coupler valves shall include the capping of the swing joint. Existing piping and electrical wire are to be abandoned in place. There are approximately 1,000 existing sprinklers and 22 satellites.
2. The Contractor shall place the removed irrigation components at the maintenance shop where directed by the Owner.
3. The Contractor will provide all backfill materials necessary to restore the grade where existing irrigation components are removed. The contractor shall transport the backfill material from the location designated on or near the course by the Owner.

D. Station Verification & Review (Proposal Allowance)

1. The installation of the sprinkler heads will not be considered complete without the field verification by the Owner, or Design Consultant.
2. The Contractor is required to assist the Owner, or Design Consultant in reviewing and confirming the proper head and nozzle types are installed and that the sprinkler identification address and wire connections are in accordance with the as staked installation drawings.
3. The Contractor shall make all head corrections and amendments necessary to conform the installation to the as staked installation drawings.

E. As Built Drawing Development and Mapping Tools (Proposal Allowance)

1. To achieve the desired quality and the desired content of the irrigation as built records and operational maps, the as built development shall be provided by CIPD, LLC with the as-built mapping tools as specified.

2. Mapping Tools submittals shall include the following for the golf course.

- a) 100 scale PDF and one (1) set of wall drawings
- b) 200 scale PDF and one (1) set of wall drawings
- c) Hole by Hole PDF sets; including;
 - (1) Golf Hole Features
 - (2) Central Operation Station ID
 - (3) Feature Area Measurement
 - (4) Sprinkler to Head Yardage

F. Central Computer Programming (Proposal Allowance).

- 1. Full completion of the central programming database for ET base irrigation.
- 2. Flow Management by engineering method of flow allocation by demand

TIPS Contract # 230201

G. Contractor

Identification	<u>Tim Hubbard</u>
Representative's Name	<u>Vice President</u>
Title	
Company Name	<u>Landscapes Unlimited, LLC</u>
Address	<u>1201 Aries Dr</u>
City, State, Zip	<u>Lincoln, NE 68512</u>
(Area Code) Telephone	<u>(402)423-6653</u>

H. Irrigation Contractor's Qualification Statements

All questions on the following pages must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Contractor may submit any additional information he so desires.

1. When was your company organized? 1976
2. Is your company a corporation? If so, where is it incorporated?
Lincoln, NE
3. List on-going contracts. When are they due to be completed?

4. Have you failed to complete any work awarded to you? If so, where and why.
None
5. Give bank reference: First National Bank of Omaha - Tim Huber (thuber@lockton.com)

I. Similar HDPE Pipe Installation Experience

The following recent projects were completely constructed by our company, staff, or project manager and are currently in operation.

1. HDPE Pipe Installation Reference 1

Course Name _____ Owner _____
Location _____ Contact Person _____
Date Completed _____ Phone (A/C) _____

2. HDPE Pipe Installation Reference 2

Course Name _____ Owner _____
Location _____ Contact Person _____
Date Completed _____ Phone (A/C) _____

3. HDPE Pipe Installation Reference 3

Course Name _____ Owner _____
Location _____ Contact Person _____

Date Completed _____ Phone (A/C) _____

J. Construction Time Window

1. Projected Start Date: January 4, 2026 (pending material delivery timelines)

2. Projected Completion Date: May 15, 2026

K. On-Site Irrigation Project Foreman/Superintendent

Name: To Be Determined

II. Proposal Form

A. Proposal Outline Summary

- Item 1 Irrigation System Installation Complete as Specified
- Item 2 Mobilization
- Item 3 Removal of Existing Sprinkler Heads
- Item 4 Station Verification & Review (Allowance)
- Item 5 Mapping Tools (Allowance)
- Item 6 Full Central Computer Programming (Allowance)

B. Line Item Proposal Amounts

Proposal Items	Description	Proposal Amount Rainbird	Proposal Amount Toro
1	Irrigation System Installation Complete as Specified	\$ _____	\$ <u>2,564,290.29</u>
2	Mobilization (Max. 5% of project)	\$ _____	\$ <u>80,000.00</u>
3	Removal of Existing Sprinkler Heads and Quick Couplers	\$ _____	\$ <u>15,000.00</u>
4	Station Verification & Review (Allowance)	\$ _____	\$6,250.00
5	Mapping Tools (Allowance)	\$ _____	\$1,975.00
6	Full Central Computer Programming (Allowance)	\$ _____	\$1,975.00
	Proposal Amount Column Total	_____	\$ <u>2,669,640.29</u>

III. Unit Proposals

A. Unit Proposal Amounts

1. The items listed below shall be proposal on a per unit basis. The unit proposal shall include all necessary materials and labor to provide an installed unit price. The installation shall be complete in every way. The unit head price shall include pipe, swing joint, fittings, wire, and all other connections or fittings necessary to make the head fully operational.
2. The purpose of the unit proposal is to provide a predetermined amount for establishing the scope of work and the amounts required for additions or subtractions from the lump sum contract amount due to Owner approved adjustments during construction.

B. Numbered Unit Proposal Items

1.	TORO INF54; sprinkler head, swing joint, pipe, necessary fittings, wire and all connections	\$ 596.00
2.	TORO INF55; sprinkler head, swing joint, pipe, necessary fittings, wire and all connections	\$ 610.00
3.	Rain Bird A-702/TORO INF34; sprinkler head, swing joint, pipe, necessary fittings, wire and all connections	\$ 650.00
4.	Rain Bird A-752/TORO INF35; sprinkler head, swing joint, pipe, necessary fittings, wire and all connections	\$ 630.00
5.	Rain Bird/TORO 5RC; quick coupler valve with swing joint, pipe, necessary fittings, wire and all connections	\$ 285.00
6.	Rain Bird/TORO 1.5" remote control valve and necessary fittings and wire connections	\$ 650.00
7.	14" Resilient Seat Cast Iron Isolation Valve	\$ 13,500.00
8.	12" Resilient Seat Cast Iron Isolation Valve	\$ 7,400.00
9.	10" Resilient Seat Cast Iron Isolation Valve	\$ 5,500.00
10.	8" Resilient Seat Cast Iron Isolation Valve	\$ 3,800.00
11.	6" Resilient Seat Cast Iron Isolation Valve	\$ 2,600.00
12.	4" Resilient Seat Cast Iron Isolation Valve	\$ 1,800.00
13.	2" Harco Swivel Valve for HDPE as specified	\$ no bid
14.	2" Polyvalve Ball Valve for HDPE as specified	\$ 550.00
15.	Bermad 1" automatic pressure air release valve	\$ 1,200.00
16.	14" HDPE DR11 pipe per foot	\$ 60.00
17.	12" HDPE DR11 pipe per foot	\$ 45.00
18.	10" HDPE DR11 pipe per foot	\$ 30.00
19.	8" HDPE DR11 pipe per foot	\$ 22.00

20.	6" HDPE DR11 pipe per foot	\$ 12.00
21.	4" HDPE DR11 pipe per foot	\$ 9.00
22.	2" HDPE DR11 pipe per foot	\$ 3.50
23.	Weather Station, grounding, concrete set	\$ 7,500.00
24.	Rain Bird/TORO 72/64 station, Wireless Communication, Satellite, necessary fittings, wire, grounding, connections and concrete set	\$ 11,500.00
25.	Rock Trenching per foot for pipe 6" or less	\$ 45.00
26.	Rock Trenching per foot for pipe 8" or greater	\$ 65.00
27.	Pipe Bedding handling & placement per foot	\$ 25.00
28.	For additional work the Irrigation Contractor will be compensated for extra costs in the amount of the Irrigation Contractor's actual net cost plus a percentage.	\$ 15% (percentage)

IV. Addenda

Receipt of the following Addenda to the Contract Documents is hereby acknowledged.

Addendum No. None Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

IRRIGATION CLARIFICATIONS FOR STONETREE GOLF CLUB

November 5, 2025

Landscapes Unlimited would like to thank you for the opportunity to provide a proposal for Stonetree Golf Club. There are additional assumptions and clarifications that we wish to communicate so that you have a thorough understanding of our approach and what is included in our proposal.

Our proposal is based on the following:

- TIPS Contract # 230201. The 2% TIPS rate is included in this proposal (\$42,605.00).
- Material quantities listed on plans and specifications by Cobb Irrigation Planning and Design dated 9/16/2025 and 9/15/2025 respectively.
- Quotes and pricing as noted below. Any changes that increase project costs shall be reimbursed to the contractor at cost plus contract fee:
 - A diesel price of \$3.25/gallon and a gas price of \$2.75/gallon.
 - A lodging rate of \$1,100 per worker per month.
 - A 0% sales tax on materials.
 - The Consumer Price Index at the time of the bid for any items not listed.
 - Safety protocols mandated by state and local law at the time of bid.
- A mutually agreeable contract.
- Excluding bonding, Builder's Risk and Floater insurance, permitting, inspection fees, surveys, regulatory approvals, engineered plans, or city/county/business licenses.
- Excluding any cost related to substances of an environmental or archeological concern (e.g., asbestos or transite pipe, artifacts).
- Excluding the removal, repair, or remediation of any aquatic flora, fauna, or vegetation.
- Excluding the services of a licensed plumber or electrician, including all work related to the supply and installation of the satellite controllers.
- Excluding prevailing wages or the use of union forces.
- Including removal of existing sprinklers and other irrigation hardware.
- Final programming of the system to be completed by the consultant and/or distributor.
- Including a one-time adjustment of part circle sprinklers after system is charged.
- Owner assisting with the location of existing golf irrigation components. Any non-golf, landscape, or residential irrigation damaged will be repaired on a T&M basis. We will call for utility location but will not be liable for any utilities, private or public, not located.
- Using a Case 960 trencher, a Cat 305 (12,000 lb.), a Cat 308 (18,000 lb.) mini excavator or equivalent for the mainline installation and a Case 960 vibratory plow or 26 rubber track mini excavator for the 2" lateral installation. Any larger equipment, trenchers, rock saws, pneumatic hammers, or blasting would be charged at a negotiated T&M rate.
- Disposing of all excess spoils, including rock and boring mud, on site.
- Bedding being provided by the owner, if required.

- This proposal is considering using the existing Toro Satellite Controllers. By utilizing / upgrading existing satellites as well as incorporating 13 new satellites, this saves a lot of money. This package also includes extending the NSN coverage from 2026 to 2031.
- We have considered in this proposal using new Toro Flex Sprinklers with Surge Guard solenoids for extra lightning protection.
- The plans provided did not have a wire routing page so we considered 30,000 linear feet of #8/2 direct bury power wire to all of the satellites. We are not comfortable using the existing power wire. The correct power wire sizes will need to be calculated by the irrigation designer.
- LU will need 120 working days to complete this system. Our schedule would be to start as soon as possible and be completed within this 120 days.
- This proposal includes sod budget of \$7,500 for damage or need to replace any sod on the new mainline trenches.
- We have a cart path repair budget of \$7,500. This would be used to replace any cart path that needs to be cut for mainline installation.
- This proposal includes \$25,000 for the road bore. Any savings from this amount can be credited back to the club if we find better pricing on the bore under the road. Open cutting the road would save money also.
- This proposal does not include a weather station.
- Rain Bird numbers consider an IC system with Cirrus Pro Central including a weather station. Wire quantities for the IC system include 110,000 linear feet of #14/2 Maxi cable for the sprinklers and 20,000 linear feet of #12/2 Maxi cable for the mainline.

