



## INTEROFFICE MEMORANDUM

**To:** Jon Locke, Executive Director of Finance Jonathan Locke Digitally signed by Jonathan Locke  
Date: 2022.07.05 08:57:02 -05'00'

**THRU:** Holli Clements, Deputy City Attorney Holli Clements Digitally signed by Holli Clements  
Date: 2022.06.30 12:25:11 -05'00'  
Joe Brown, Executive Director of Recreation Services Joe Brown Digitally signed by Joe Brown  
Date: 2022.06.29 16:03:21 -05'00'

**FROM:** Heather Buller, Assistant Director of Recreation Services Heather M. Buller Digitally signed by Heather M. Buller  
Date: 2022.06.29 15:58:33 -05'00'

**DATE:** June 29, 2022

**SUBJECT:** Landscape Services

Attached for your initials & signature is the Hot of Texas Landscape & Irrigation Co., Letter of Agreement as approved through Resolution 22-078R by City Council on June 28, 2022. Please note the attached is the exact agreement previously reviewed and routed through Legistar, with no changes.

Thank you,

Heather M. Buller Digitally signed by Heather M.  
Buller  
Date: 2022.06.29 15:58:43 -05'00'

Heather M. Buller  
Assistant Director of Recreation Services

## LETTER OF AGREEMENT

This is a Letter of Agreement (“Agreement”) between the City of Killeen (referred to herein as “City”) Heart of Texas Landscape & Irrigation Co., (referred to herein as “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:

- 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.
- 3) Post emergent herbicides in turf is included for class A Turf
- 4) Disease or insects on turf, shrubs, or trees will treated as part of Integrated pest management
- 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 control using Fipronil will be applied to Class A areas.
- 9) Tree trimming will be complete following City of Killeen schedule.
- 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 cutbacks will be performed in Winter after the first freeze. Roses will be cut back after Valentine's Day. (the “Project”)

Term of Agreement. This Agreement shall commence on the 1st day of July 2022 and terminate 365 calendar days after commencement of work on the Project.

Consideration. Contractor agrees to provide the services stated above:

- at the rate of \$ \_\_\_\_\_ per hour; or
- 12 equal payments of \$ 17,500; or
- for the lump sum payment not to exceed \$ \_\_\_\_\_

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, and regulations.

Standard of Care. The standard of care for all services performed or furnished by Contractor under this Contract 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 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 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.

Termination. This Contract 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.

Non-Discrimination Covenants. Contractor verifies that it does not boycott Israel as defined in Texas Government Code Chapter 808, does not boycott energy companies as defined in Texas Government Code Chapter 809 and does not discriminate against firearms entities or firearm trade associations as defined in Texas Government Code Chapter 2274 and will not do so during the term of the contract entered into with the City of Killeen.

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

Survival. Any provision of this Contract providing for indemnity, insurance or a duty that necessarily will not be completed until after the expiration or termination of this Contract 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 Contract 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 Contract.

Contract Verification. Texas law provides that a governmental entity may not enter into certain contracts for goods and services with a company unless the company provides written verification regarding aspects of the company's business dealings.

- Texas Government Code, Chapter 2271 – the company 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 – the company 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.
- Texas Government Code, Chapter 2274 – the company 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. Verification is not required from a sole source provider. Discriminate, firearm

entity and firearm trade association are defined in Government Code Chapter 2274.

Affected by the above statutes are contracts 1) with a company with ten (10) or more full-time employees, and 2) valued at \$100,000 or more to be paid wholly or partly from public funds. A contract with a sole proprietorship is not included.

Entire Agreement. This Contract 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** this 5th day of July-2022, by the undersigned Parties 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

JWB

Jonathan Locke Digitally signed by Jonathan Locke  
Date: 2022.07.05 08:57:25 -05'00'



hcc

City Manager  
City of Killeen

Printed: Manuel Colon  
Heart of Texas Landscape & Irrigation

EXHIBIT A



www.hotlandscape.com

Proposal Date: 4/6/2022

EXHIBIT A

City of Killeen

PROPOSAL

This proposal is based on 42 trips per year on the following schedule

Table with 3 columns: Month, Trips, Month. Rows: January (2), February (2), March (5), April (4), May (4), June (5), July (4), August (4), September (4), October (4), November (2), December (2).

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:

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

[x] Mow grass areas designated by client, 42 times.

[x] Shear shrubs and ground cover as needed.

[x] Weed and edge beds

[x] Addendum Attachment "A" attached.

[x] Irrigation Check - Monthly

[ ] Winter Rye Grass

All additional services out of contract will be performed with an approved estimate

Annual Price: \$210,000.00 No Tax

Monthly Price: \$17,500.00 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

DATE

OWNER/REPRESENTATIVE

Manuel Colon HEART OF TEXAS LANDSCAPE & IRRIGATION CO, INC.



[www.hotlandscape.com](http://www.hotlandscape.com)

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 is included for class A Turf
- 4) Disease or insects on turf, shrubs, or trees will treated as part of Integrated pest management
- 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 control using Fipronil will be applied to Class A areas.
- 9) Tree trimming will be complete following City of Killeen schedual.
- 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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
OWNER/REPRESENTATIVE

**Manuel Colon**  
\_\_\_\_\_  
**HEART OF TEXAS LANDSCAPE & IRRIGATION**



[www.hotlandscape.com](http://www.hotlandscape.com)

**EXHIBIT B**

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

[www.hotlandscape.com](http://www.hotlandscape.com)

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

**MONTHLY SERVICE BREAKDOWN**

	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	Total	
Mow	2	2	5	4	4	5	4	4	4	4	2	2	42	
Weedeat	2	2	5	4	4	5	4	4	4	4	2	2	42	
Edging	2	2	5	4	4	5	4	4	4	4	2	2	42	
Blowing	2	2	5	4	4	5	4	4	4	4	2	2	42	
Shrub Trimming	AS NEEDED												0	
Tree Trimming	1													1
Leaf Pickup	1													1
Fertilizer			1								1			2
Pre-emergent			1								1			2
Irrigation Check			1				1			1			1	4
Rye Overseed														0
Perennial Cutbacks	1													1

\_\_\_\_\_ REPRESENTATIVE INITIALS ACKNOWLEDGING SERVICE BREAKDOWN

**List of additional services offered outside of the contract:**

- Post-emergent Herbicides (turf and bed weed treatment)
- Tree trimming - over 8'
- Insecticide/Fungicide
- Aerification
- Top-dressing
- Fire ant treatment/bait
- Rye Grass



**CITY OF KILLEEN  
MAIN PROJECT**

	<b>Properties</b>	<b>Address</b>	<b>Acreage</b>	<b>Cost</b>	<b>Irrigation parts</b>
2	City Hall	101 N College St	2.64	\$18,860.07	\$324.27
3	Code Enforcement Offices	100 E Avenue C	0.46	\$2,294.03	
4	Copper Mountain Library	3000 S WS Young Dr	1.39	\$9,284.22	\$100.00
5	Downtown Police	402 N 2nd St	2.09	\$7,584.72	\$100.00
8	Information Technology	101 E Avenue D	0.38	\$933.50	
9	Killeen Arts and Activities	801 N 4th St, Bldg B	3.90	\$25,889.97	\$500.00
10	Killeen Civic and Conference	3601 S WS Young Dr	20.74	\$42,801.97	\$850.00
12	Main Library	205 E Church Ave	1.74	\$9,408.75	\$100.00
13	Old Organized Crime	1523 Stonetree Dr	1.26	\$5,375.50	
14	PD Headquarters	3304 Community Blvd	16.64	\$38,521.47	\$750.00
15	Santa Fe Plaza	301-399 Santa Fe Plaza Dr	8.06	\$11,963.50	
16	Skyline	Street median on W Mary Jane Dr,	0.06	\$2,150.95	
17	Special Events Center	3301 S WS Young Dr	6.55	\$5,788.00	
18	Utility Collections	210 W Avenue C	1.96	\$3,457.13	
19	Public Works:	3201-A S WS Young Dr	17.00	\$25,686.22	\$300.00
	<b>TOTAL</b>		<b>84.87</b>	<b>\$210,000.00</b>	<b>\$3,024.27</b>

The following services will be included:

Mowing, edging, weed eat, blowing and trash pick-up from jobsite.

Mulch

Granite

Fertilizer Spring / Fall

Turf Herbicide

Shrub / Tree Care (up to 8ft)

Shrub / Tree Replacement

Ant poison

Weed control (beds, curbs, gravel)

\*The new pricing will include quarterly irrigation checks(4) a year, including system winterization by the end of November and a maximum budget of \$3,024.27 for parts / repairs in total. Any repair / parts estimate that exceeds the previous amount will be responsibility of the City of Killeen.

<b>GRAND TOTAL</b>	<b>84.87</b>	<b>\$210,000.00</b>
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Regular 06-28-22  
Item # RS-22-084  
CCM/R 22-078R

**CITY COUNCIL MEMORANDUM FOR RESOLUTION**

**DATE:** June 21, 2022  
**TO:** Kent Cagle, City Manager  
**FROM:** Joseph W. Brown, Executive Director of Recreation Services  
**SUBJECT:** Awarding RFP 22-12 for Landscape Services

**BACKGROUND AND FINDINGS:**

The City of Killeen Recreation Services (RS) currently has thirty-two (32) employees that maintain 171 acres of city property, 510 acres of park land and fourteen (14) sports fields and multi-purpose fields year-round. RS is recommending outsourcing the maintenance of eighty-five (85) acres of city property. When this agreement for landscaping services is approved, RS will reallocate staff and labor hours toward maintenance within our park system. Awarding the RFP as recommended supports and aligns with our current Parks Master Plan.

The City of Killeen Recreation Services began the process of soliciting bids for qualified landscapers to provide landscaping services and advertised RFP# 22-12 (Landscape Services) on February 13<sup>th</sup> and February 20<sup>th</sup>, 2022. We received responses from seven (7) Landscape Service providers.

The rating scale was as follows:

- Cost of Services - Maximum 30 Points
- Capacity to Deliver Services - Maximum 30 Points
- Experience & Qualifications - Maximum 30 Points
- References - Maximum 10 points
- TOTAL - 100 points

A panel of six (6) staff members rated each proposal for a possible overall total of 600 points. Heart of Texas Landscape & Irrigation Co., Inc. rated a 557. Maldonado Nursery & Landscaping rated a 489. The other five (5) companies rated a 445 and lower. Staff recommends Heart of Texas Landscape & Irrigation Co., Inc. as the most advantageous to the City of Killeen based upon the evaluation process as seen in the chart below.

<b>Company</b>	<b>Points</b>
Heart of Texas Landscape & Irrigation Co., Inc.	557
Maldonado Nursery & Landscape	489
GLC Lawn Care, LLC	445
TNK Services, LLC	363
Incircle Management	349
The Lawn Dude, LLC	312
Amazing Lawncare Services, LLC	273

RS is seeking to enter into a contract with Heart of Texas Landscape & Irrigation Co., Inc. in the amount of \$210,000.00 for the year. The chart below identifies the city property, acreage and cost that will fall under this agreement. Add alternate 1 and 2 to include three (3) RS facilities are not recommended in order to fall within the budgeted amount. The term of the agreement will be for an initial one (1) year term, with up to four (4) additional one (1) year renewal terms if both parties agree in writing at least 90 days before the end of the term. Any price increases, when renewing the agreement, must be submitted to the City at least one hundred and twenty 120 days prior to a potential renewal. Prices may not be increased by more than 10% per year.

<b>MAIN PROJECT</b>				
	Properties	Address	Acreage	Cost
1	City Hall	101 N College St	2.64	\$18,860.07
2	Code Enforcement Offices	100 E Avenue C	0.46	\$ 2,294.03
3	Copper Mountain Library	3301 S WS Young Dr	1.39	\$ 9,284.22
4	Downtown Police	402 N 2 <sup>nd</sup> St	2.09	\$ 7,584.72
5	Information Technology	101 E Avenue D	0.38	\$ 933.50
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14	Utility Collections	210 W Avenue C	1.96	\$ 3,457.13
15	Public Works	3201-A S WS Young Dr	17.00	\$25,686.22
			84.87	\$210,000.00

### **THE ALTERNATIVES CONSIDERED:**

Option 1 - Do not award the RFP and continue to seek qualified landscapers

Option 2 - Award RFP 22-12 and authorize an agreement with Heart of Texas Landscape & Irrigation Co., Inc.

**Which alternative is recommended? Why?**

Recreation Services staff recommends City Council award RFP 22-12 and authorize an agreement with Heart of Texas Landscape & Irrigation Co., Inc. The approval of this agreement will allow the City of Killeen Recreation Services to care for and maintain our park system better. Recreation Services will reallocate our landscape crew, which is made up of five (5) employees, back into our park system.

**CONFORMITY TO CITY POLICY:**

This RFP and the selection of the Heart of Texas Landscape & Irrigation Co., Inc. satisfies the competitive bid requirements and conforms to City Policy and all applicable state and local laws.

**FINANCIAL IMPACT:**

**What is the amount of the expenditure in the current fiscal year? For future years?**

Landscape cost totals \$210,000 at 12 monthly equal payments. Based on a start date of July, 2022, total expected expense for the current fiscal year is \$52,500.

**Is this a one-time or recurring expenditure?**

This is a recurring expenditure. The one-year contract of \$210,000.00 will be paid monthly in twelve (12) equal billing payments.

**Is this expenditure budgeted?**

Yes, funds are available in the General Fund Recreation Services account 010-3025-425.47-99.

**If not, where will the money come from?**

N/A

**Is there a sufficient amount in the budgeted line-item for this expenditure?**

Yes

**RECOMMENDATION:**

Recreation Services staff recommends City Council award RFP 22-12, Landscape Services, to Heart of Texas Landscape & Irrigation Co., Inc. in the amount of \$210,000.00 and that the City Manager or designee be authorized to execute any change orders as permitted by state and local law.

**DEPARTMENTAL CLEARANCES:**

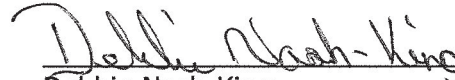
Legal  
Purchasing  
Finance

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KILLEEN:**

That the above stated recommendation is hereby approved and authorized.

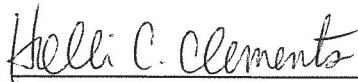
**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this the 28th day of June, 2022, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, § 551.001 *et seq.*

**APPROVED**

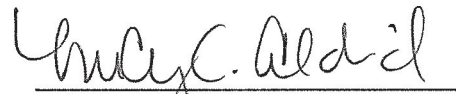
  
Debbie Nash-King  
MAYOR



**APPROVED AS TO FORM:**

  
Holli C. Clements  
INTERIM CITY ATTORNEY

**ATTEST:**

  
Lucy C. Aldrich  
CITY SECRETARY

# 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 & Irrigation Co., Inc.  
 Belton, TX United States

Certificate Number:  
 2022-898315

Date Filed:  
 06/13/2022

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

Date Acknowledged:

**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.**  
 RFP 2212  
 landscape 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.**

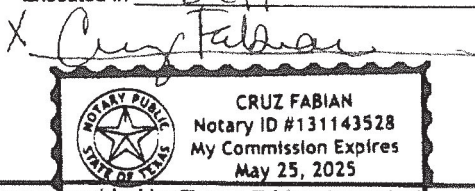
**6 UNSWORN DECLARATION**

My name is Christine Pickett, and my date of birth is 3-13-1956.

My address is 1514 South 45th Street, Temple, Tx, 76804, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bell County, State of Texas, on the 13<sup>th</sup> day of June, 2022.  
(month) (year)



[Signature] / CFO  
 Signature of authorized agent of contracting business entity  
 (Declarant)