

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
(BERRY SPRINGS PARK
TREE PRUNING PROJECT)**

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 Tex. Const. art. XI, § 7, 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 CONTRACT is made and entered into by and between **Williamson County, Texas (hereinafter "The County")**, a political subdivision of the State of Texas, acting herein by and through its governing body, and **Carl Joiner d/b/a Quality Tree and Lawn, (hereinafter "Service Provider")**, with a mailing address of P.O. Box 576, Leander, TX 78646 (512-260-9915). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in the attached Quote/Statement of Work, dated August 15, 2018, which is designated Exhibit "A" and incorporated herein as if copied in full.

Should The County choose to add services in addition to those described in Exhibit(s) "A," such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to

pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph X below.

III.

Consideration and Compensation: Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be \$16,800.00.**

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 The County 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 The County 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 The County'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.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

| Type of Coverage | Limits of Liability |
|--|------------------------|
| a. Worker's Compensation | Statutory |
| b. Employer's Liability Bodily Injury by Accident | \$500,000 Ea. Accident |

| | |
|--------------------------|------------------------|
| Bodily Injury by Disease | \$500,000 Ea. Employee |
| Bodily Injury by Disease | \$500,000 Policy Limit |

- c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

| COVERAGE | PER PERSON | PER OCCURRENCE |
|---|-------------|----------------|
| Comprehensive General Liability <i>(including premises, completed operations and contractual)</i> | \$ 500,000 | \$ 500,000 |
| Aggregate policy limits: | \$1,000,000 | |

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

A. As described in the attached Quote/Statement of Work, dated August 15, 2018, which is incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

IX.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

X.

Termination: This Contract 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.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

Right to Audit: Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XV.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XVI.

No Assignment: Service Provider may not assign this Contract.

XVIII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of The County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:


Authorized Signature

Dr. A. Gattii
Printed Name

Date: 09-06, 2018

SERVICE PROVIDER:


Authorized Signature

Carl Joiner Jr.
Printed Name

Date: August 23, 2018

Exhibit(s)
Quote/Statement of Work



REQUEST FOR QUOTATION

Name of Project: Berry Springs Park Tree Pruning Project

Description of Project: Tree pruning in accordance to attached specifications & listed, tagged trees.

Address to Send Quotes: Williamson County Purchasing Dept.
ATTN: Johnny Grimaldo
johnny.grimaldo@wilco.org 512-943-1553
Cc:
Williamson County Parks Dept.
ATTN: Susan Blackledge
sblackledge@wilco.org 512-844-4820

Non-Mandatory Meeting/Site evaluation meeting: Wed. Aug. 8, 2018 1:30pm Meet at 1st parking lot across from the barn. Attendance is highly recommended.

Deadline for Quotes: Wed. August 15, 2018 5pm

It is the sole responsibility of the bidder to ensure that their request for quote is received on time. Williamson County will not assume responsibility for any delay in the submittal of this form.

Williamson County Contact for Questions:
Susan Blackledge, 512-844-4820 cell., 512-930-0040 Office, sblackledge@wilco.org

QUOTATION FROM RESPONDENT

Company Name: *Quality Tree and Lawn*

Company Address: *P.O. Box 576
Gardner Texas 78646*

Contact Name: *Carl Joiner Jr.*

Phone Number: *(512) 260-9915* **Email Address:** *Qualitytreeandlawn78646@gmail.com*

Quote for Dead Tree Removal #538.

\$ 500

Quote for tree Removal #683

\$ 2,700

Quote for Tree Removal #765

\$ 2,700

Quote for Tree Removal #Prim. Campground Entrance

\$ 600

Quote for Tree on Concrete Trail near IH 35

\$ 600

Quote for East Grove trees #529,#532

\$ 600

Quote for Campground Area #718,#719

\$ 600

Quote for West Grove, east of Concrete Trail

(647,511,726,652,509,733,521, 655,656,658,659,661,662,737,663,664,665,566,740,666,668 (21 trees)

\$ 4,500

West Grove, inside concrete trail Tree Area Quote:

(670,673,674,675,677,678,679,744,745,681,753,686,555,687, Oak tree @ Ton. Pav.,688,689,690 (18trees)

\$ 3,500

Trees on Back Trails #P7 & #P10

\$ 500

Total: \$16,800.00/100

This quote is good for 90 days from today's Date: 08/15/2018

Our company has current Workers Compensation Insurance and documentation can be provided upon request if awarded work: ☒ Yes ☐ No

Authorized signature: Carl Joiner Jr.

Print Name: Carl Joiner Jr.



**WILLIAMSON COUNTY
PARKS & RECREATION DEPARTMENT
512.930-0040 or 512-844-4820**

**Project Description: Tree Pruning
Project Location: Berry Springs Park & Preserve
1801 County Road 152
Georgetown, TX 78626**

**Submit Response to: Williamson County Purchasing
ATTN: Johnny Grimaldo 512-943-1553
johnny.grimaldo@wilco.org
Cc.
Williamson County Parks & Recreation Dept.
Susan Blackledge 512-844-4820 cell. 512-930-
0040 office
sblackledge@wilco.org**

Non-Mandatory Meeting/Site Evaluation Visit:

**Wed. Aug. 8th 1:30 PM at Berry Springs, Meet @ first parking lot in front of barn
Attendance is highly recommended! Please contact Susan Blackledge 512-844-
4820 if attending or if you have any questions. If not bidding please respond to
this email and state you are not bidding. Very important.**

Quote Response Date:

PROJECT INFORMATION & SPECIFICATIONS

I. INTRODUCTION

Road Closure and Traffic Control

1. Blocking of public roads shall not be permitted unless prior arrangements have been made with park staff.
2. The contractor shall provide adequate barricades, certified flag person(s), signs and/or warning devices during the performance of the tree pruning activities to protect tree workers, motorists and public.

Site Clean Up

1. The contractor shall clean up the site and remove and dispose of all debris at the end of each day's operation. Site cleanup shall include removal of sawdust, small twigs, chips, leaves, trunks and limbs from the general grounds, sidewalks, lawns and driveways with appropriate tools for the job. The site shall be returned to the same state it existed in prior to the tree pruning activities.
2. Disposal of all logs, limbs, chips and debris generated by work shall be the responsibility of the contractor. The contractor shall remove all tree limbs and tree debris from the site and dispose of these limbs and debris in accordance with applicable ordinances and regulations of Williamson County and the State of Texas. Large logs/trunks that need to be hauled off can be left in the park at a non-traffic area to be determined by park staff and must be hauled away by Thursday at the conclusion of the work day during each work week. The campground area, and inside the west grove inside the concrete trail should be returned to the same state they existed in prior to the tree pruning activities daily.

If owner requests wood chips, these may be left on owner's property. Owner will take some of the wood chips if small and good for mulching flower beds, trees and shrubs. Decision will be made by park staff whether the chips are acceptable and where they are to be placed at the end of each work day.

3. Limbs temporarily placed in the roadway shall be placed in such a manner as to eliminate any obstruction to motor vehicles and pedestrians. Brush and limbs shall not be allowed to lay on the roadway or in the park overnight.
4. All infectious diseased trees or parts of dead trees possibly harboring vectors of infectious diseases shall be removed and it shall become the contractor's responsibility to ensure destruction of the diseased or dead wood in accordance with the State statutes and local ordinances. Under

NO circumstances shall logs from infectious diseased trees be left on site.

5. Dead trees that are cut down should have the trunk cut as close to the ground as possible. Stumps should minimal.

Protection of Property

1. The contractor shall take all necessary precautions to eliminate damage to adjacent trees, shrubs, lawns, curbs, walks, park amenities or other real or public property.
2. Sidewalks, curbs, streets irrigation heads and fence structures shall always be protected from the impact of falling wood by use of the tree or limb ground supports. Ropes or other mechanical devices shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding property.

Overhead Utilities

1. Pruning operations may be conducted in areas where overhead electric, telephone, and cable television utilities exist.
2. The contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to his operation.

II. LICENSES, CERTIFICATIONS AND INSURANCE

1. The Service Provider must be certified and must meet the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406, 141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contractor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County. Project must be directed by an ISA certified arborist and must submit proof to Williamson County if bidding for project prior to awarding of bid for project.
2. All work is subject to pre and post inspection of the site and work procedures by owner.

III. SPECIFICATIONS AND STANDARDS

General

1. All equipment to be used and all work to be performed must be in full compliance with the most current revision of the American National Standards Institute Standard Z-133.1-2008 and A300-2008 or as amended.
2. All final cuts shall be made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily begin under normal conditions. Excessively deep flush cuts that produce large wounds or weaken the tree at the cut shall not be made. Sharp pruning tools shall be used so that clean cuts will be made at all times. All pruning tools and saws shall be kept sharpened to result in final cuts with smooth wood surface and secure bark remaining intact.
3. It is necessary to use the three step cutting technique on branches that are too heavy to handle to prevent splitting or peeling the bark. Where necessary to prevent tree or property damage, branches shall be lowered to the ground by proper ropes or equipment.
4. On trees known to be diseased, tools are to be disinfected with methyl alcohol at 70% (isopropyl alcohol diluted appropriately with water) or 10% bleach solution after each cut and between trees where there is known to be a danger of transmitting the disease on tools.
5. Equipment that will damage the bark and cambium layer shall not be used on or in any tree.
6. Climbing spurs shall not be used when climbing trees, except to climb a tree to be removed or to perform an aerial rescue of an injured worker.
7. Ropes shall not come in direct contact with the crotch of the tree when tied into the tree. Friction or cambium savers are to be used when accessing and climbing the tree with rope and saddle. Rope injury from loading heavy limbs should be avoided.
8. Natural or mechanical rigging techniques shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding public or private property.
9. A Tree Tag Log will be provided to Contractor prior to commencement of work. Contractor's Site Supervisor shall be responsible for initially completion of required pruning for each tree immediately upon completion of work. The Contractor shall return the completed form to a designated Williamson County Parks Department employee upon

completion of all required work and prior to request for payment for specified work. **Do not** remove any tree tags. If tree is cut down, nail tag onto stump.

10. All work must be completed within 30 days of notice to proceed. No work will be completed on the weekend days of Sat. & Sun. Some areas of the park may be reserved for events. Should this happen, park staff will notify the contractor to avoid these areas and work in other areas during the reservation time's.

IV. Payment

Payment will be lump sum upon completion of work, park personnel verification of completed work per project specifications, and acceptance of completed work by owner.

BSPP Tree Project: Each area should be quoted separately

Tree Removal Quote:

Entrance Road: 538

Inner Trail West Grove : 683

Granite Trail going back to primitive 765

Primitive Campground: Dead trees and limbs at entrance to Primitive campground

Concrete Trail going to IH 35: Large Dead tree near trail. Dead limbs in trees over concrete trail need to be taken down.

East Grove Area Quote: ***Hazard Reduction Pruning (broken, improperly pruned or dead limbs greater than 1.5 inches in diameter) 529,532 (2 trees)***

Campground Area Quote: ***Hazard Reduction Pruning (broken, improperly pruned or dead limbs greater than 1.5 inches in diameter) 718,719 (2 trees)***

West Grove, inside concrete trail Tree Area Quote:

Hazard Reduction Pruning (broken, improperly pruned or dead limbs greater than 1.5 inches in diameter) 647,511,726,652,509,733,521,655,656,658,659,661,662,737,663(Questionable limb has compromised cambium. Large limb should be taken down?)664,665,566,740,666,668 (21 trees)

West Grove, east (inside)of Concrete Trail Tree Area Quote:

**Hazard Reduction Pruning (broken, improperly pruned or dead limbs greater than 1.5 inches in diameter)670,673,674,675,677,678,679,744,745,681,753,686,555,687,
Oak tree @ Tonkawa Pavilion,688,689,690 (18 trees)**

Trees on back trails: P7, P10 (2 trees)