

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**MASTER SERVICES AGREEMENT  
FOR  
TREE TRIMMING & RELATED SERVICES  
(Williamson County Facilities)**

**(The F.A. Bartlett Tree Expert Company d/b/a Bartlett Tree Experts –  
Choice Partners Coop #21/021MJ-05)**

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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 Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, and the Texas Health & Safety Code.**

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 **The F.A. Bartlett Tree Expert Company d/b/a Bartlett Tree Experts** (hereinafter “Service Provider”), 2403 Howard Lane, Austin, TX 78728. 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 set forth pursuant to pricing in Choice Partners Coop #21/021MJ-05 for Tree Trimming & Related Services.**

Should The County choose to add services in addition to those described in Choice Partners Coop #21/021MJ-05, 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 expire on February 23, 2025, unless terminated sooner pursuant to paragraph X below. If applicable, at the end of the agreement term, Williamson County Commissioners Court reserves the right to renew the agreement for additional fiscal years, by mutual agreement of both parties, as it deems to be in the best interest of Williamson County.

## III.

**Consideration and Compensation:** Service Provider will be compensated based as set forth pursuant to pricing in Choice Partners Coop #21/021MJ-05. 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 \$250,000.00 per fiscal year.**

**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 (including premises, completed operations and contractual)	\$ 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. Choice Partners Coop #21/021MJ-05, including mandatory customer terms;**
- B. Facilities Department Additional Terms & Conditions for Roof Maintenance and Related Services (when applicable);**
- C. Williamson County Vendor Reimbursement Policy, as amended; and**

**D. Service Provider's General Terms Commercial;**

**E. Any required insurance certificates evidencing required coverages.**

In the event a dispute arises between terms and conditions of: (1) this Williamson County Master Services Agreement for Tree Trimming & Related Services; (2) Choice Partners Coop #21/021MJ-05, including mandatory customer terms; (3) Facilities Department Additional Terms & Conditions for Roof Maintenance and Related Services (when applicable); (4) Williamson County Vendor Reimbursement Policy, as amended; and (5) Service Provider's General Terms Commercial, applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) this Williamson County Master Services Agreement for Tree Trimming & Related Services; (2) Choice Partners Coop #21/021MJ-05, including mandatory customer terms; (3) Facilities Department Additional Terms & Conditions for Roof Maintenance and Related Services (when applicable); (4) Williamson County Vendor Reimbursement Policy, as amended; and (5) Service Provider's General Terms Commercial.

**VI.**

**No Agency Relationship:** 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.

**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. The parties expressly understand that Williamson County does not consent to waiver of right to trial by jury or changes to any statute of limitations and does not agree to arbitration.

#### 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.**

**Texas Law Applicable to Indemnification:** All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

### **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:**

  
Bill Gravell (Jan 11, 2023 10:11 CST)

Authorized Signature

**Bill Gravell**

Printed Name

Date: Jan 11, 2023, 2022

The F.A. Bartlett Tree Expert Company



Authorized Signature

Matthew Farin, Executive Vice President

Printed Name

Date: December 22, 2022

## Price Delivery Information

### I. Provide Crew – with chipper – Prune Trees/Brush/Vegetation/Removals

Crew Size	Hourly Rate	4-Hour Rate	8-Hour Rate	40-Hour Rate	Overtime Rate
2 Persons, Texas and Louisiana	\$220	\$880	\$1760	\$8800	\$330
3 Persons, Texas & Louisiana	\$330	\$1320	\$2640	\$13200	\$594
2 Persons all other states	\$240	960	\$1920	\$9600	\$360
3 Persons all other states	\$360	\$1440	\$2880	\$14400	\$540

### II. Provide Crew – no chipper – Prune Trees/Brush/Vegetation/Removals

Crew Size	Hourly Rate	4-Hour Rate	8-Hour Rate	40-Hour Rate	Overtime Rate
2 Persons, Texas and Louisiana	\$220	\$880	\$1760	\$8800	\$330
3 Persons, Texas & Louisiana	\$330	\$1320	\$2640	\$13200	\$594
2 Persons all other states	\$240	\$960	\$1920	\$9600	\$360
3 Persons all other states	\$360	\$1440	\$2880	\$14400	\$540

### III. Provide Value-added Services

Service	Lodging	Per Diem/Per Person	Mileage Rate	Other Charges	
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Emergency Response with crews from outside region	\$150 per person per night	\$45.00 per person	\$.48		
Hourly Rate (3-person crew)					\$525
4-Hour Rate (3-person crew)					\$2100
8-Hour Rate (3-person crew)					\$4200
40-Hour Rate (3-person crew)					\$21000

#### IV. Provide Value-added Services

Service	Hourly Rate				
Fertilization/Prescription Soil and Plant Nutrition of Trees and Woody Perennials	\$315				
Disease/Pest Management of Trees and Woody Perennials	\$315				
Root Invigoration/Soil Reconditioning/Bed Prep/Bed Revitalization of Trees and Woody Perennials	\$155 plus materials.				
Support Systems Installation/Repair/Inspection	\$152 plus materials.				
Lightning Protection Systems Installation/Repair/Inspection	\$152 plus materials.				
Log Truck Per Hour for trunks bigger than 18" diameter	171				
Backhoe Per Hour for trunks bigger than 18" diameter	125				
Stump Grinder Per Hour	125				