
**WILLIAMSON COUNTY
MASTER SERVICES CONTRACT
FOR
TREE TRIMMING & RELATED SERVICES
WITH
The F.A. Bartlett Tree Expert
Company d/b/a Bartlett Tree Experts**

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 MASTER SERVICES CONTRACT (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (“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 dba Bartlett Tree Experts** (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain 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, tree trimming, landscaping, debris removal and related services as outlined in Exhibit A.

II.

Effective Date and Term: This Contract shall be in full force and effect when signed by all parties and shall continue for the current fiscal year through July 28, 2025. Unless terminated by either party pursuant to paragraph IX below, the contract shall renew automatically for the following renewal terms, with the terms and conditions remaining the same:

- Renewal Term No. 1 – July 29, 2025 to July 28, 2026;
- Renewal Term No. 2 – July 29, 2026 to July 28, 2027;
- Renewal Term No. 3 – July 29, 2027 to July 28, 2028;
- Final Renewal Term - July 29, 2028 to July 28, 2029

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. **The not-to-exceed amount under this agreement is Five-Hundred Thousand Dollars (\$500,000.00) per fiscal year, unless amended by a change order and approved by the Williamson County Commissioners Court.** 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
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Comprehensive General Liability	\$1,000,000	\$1,000,000
<i>(including premises, completed operations and contractual)</i>		

Aggregate policy limits:	\$2,000,000
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- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury	\$1,000,000	\$1,000,000

(including death)

Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

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.

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 itself out as an agent or official representative of the County. 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.

VI.

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 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 BY A PARTY INDEMNIFIED HEREUNDER.

VII.

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.

VIII.

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. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state or local law or regulations are automatically incorporated into the Contract without written amendment hereto, and shall become effective on the date designed by such law or by regulation.

IX.

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. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Service Provider for goods, commodities and/or services provided, and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

The County also reserves the right to terminate the Contract for default if Service Provider breaches any of the Contract specifications, terms and conditions, including warranties of the Service Provider, if any, or if the Service Provider becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

X.

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.

XI.

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.

XII.

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 workspace 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.

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

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.

XVI.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVII.

Public Information: Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVIII.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XIX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XX.

Entire Contract & Incorporated Documents; Conflicting Terms: 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 into this Contract include the following:

- A. As described in the attached Price Delivery Information, and being marked **Exhibit "A,"** which is incorporated herein;
- B. The cooperative purchasing contract (Choice Partners 24/048MR-04); and
- C. Insurance certificates evidencing coverages required herein above.

Bartlett's General Terms Commercial are also included as part of the Agreement.
In instances where Bartlett's terms conflict with the rest of the Agreement, the Agreement will prevail.

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The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXI.

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:

Valerie Covey
Authorized Signature

Valerie Covey
Printed Name

Date: Jan 29, 2025, 20

SERVICE PROVIDER:

The F.A. Bartlett Tree Expert Company
Name of Service Provider

Matthew Farin
Authorized Signature

Matthew Farin, Executive Vice President
Printed Name

Date: January 16, 2025

Exhibit “A”

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	\$270	\$1080	\$2160	\$10800	\$405
3 Persons, Texas and Louisiana	\$405	\$1620	\$3240	\$16200	\$608
2 Persons, all other states	\$270	\$1080	\$2160	\$10800	\$405
3 Persons, all other states	\$405	\$1620	\$3240	\$16200	\$608

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	\$270	\$1080	\$2160	\$10800	\$405
3 Persons, Texas and Louisiana	\$405	\$1620	\$3240	\$16200	\$608
2 Persons, all other states	\$270	\$1080	\$2160	\$10800	\$405
3 Persons, all other states	\$405	\$1620	\$3240	\$16200	\$608

III. Provide Value-added Services

Service	Lodging	Per Diem/Per Person	Mileage Rate	Other Charges
Emergency Response with crews from outside region	\$215 per person, per night	\$45 per person, per day	.56 per mile	
Hourly Rate (3-person crew)				\$645 per hour
4-Hour Rate (3-person crew)				\$2580
8-Hour Rate (3-person crew)				\$5160
40-Hour Rate (3-person crew)				\$25800

IV. Provide Value-added Services

Service	Hourly Rate
Fertilization/Prescription Soil and Plant Nutrition of Trees and Woody Perennials	\$350
Disease/Pest Management of Trees and Woody Perennials	\$325
Root Invigoration/Soil Reconditioning/Bed Prep/Bed Revitalization of Trees and Woody Perennials	\$195 plus materials
Support Systems Installation/Repair/Inspection	\$200 plus materials
Lightning Protection Systems Installation/Repair/Inspection	\$200 plus materials
Log Truck Per Hour for trunks bigger than 18" diameter	\$225
Backhoe Per Hour for trunks bigger than 18" diameter	\$225
Stump Grinder Per Hour	\$180

Bartlett Tree Expert Company

Contract Category:

Contract Number: 24/048MR-04

Contract Terms:

Initial Award Date: July 29, 2024

Current Expiration Date: July 28, 2025

Renewals Remaining: 4

CP Contract Manager:

Michael Robles

Michael@choicepartners.org

713-316-4254

Contract Partner: Bartlett Tree Expert Company



Contract Partner Web Site:

<http://www.bartlett.com>

Approved Market Area: National

APPROVED PRODUCT OR SERVICE:

Tree trimming

MWBE/HUB Status: Not Certified

ABOUT THIS PARTNER:

Since 1907 The F. A. Bartlett Tree Expert Company has been providing scientific tree care to its customers. The company has been family-owned for 3 generations. We have offices in dozens of markets across the United States, Canada, the UK and Ireland, so kindly check the website or check with Gene Basler at gbasler@bartlett.com to see if we can service your location. Thanks!