



(APPENDIX H TO THE PURCHASING POLICY AND PROCEDURES MANUAL)
CITY OF NORTH RICHLAND HILLS
COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This Cooperative Purchase Customer Agreement ("Customer Agreement") is entered into by and between **The FA Bartlett Tree Expert Co.** ("Vendor") and the City of North Richland Hills, ("Customer" or "Authorized Customer"), a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the **City of Southlake** ("Cooperative Entity") and Vendor, Contract No. **RFP2411B200TS240010**, as amended, (the "Agreement") with an expiration date of **2/18/2026**. This Customer Agreement includes and shall be governed by (i) the terms and conditions of the Agreement, which are incorporated herein by reference and available online at **See Submitted Copy of Agreement** or upon request from Vendor, (iii) the attached Vendor Quote/Purchase Order No. **N/A**, if applicable, and (iii) the Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills Contracts, if applicable, all of which are attached hereto and/or incorporated herein by reference. Authorized Customer is eligible and desires to purchase **Tree Trimming and Maintenance Services as Needed** pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the preceding twelve (12) month period. Vendor agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement necessary to determine compliance herewith, at no additional cost to the Customer. Vendor agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Vendor with reasonable advance notice of any intended audits.

Purchase Price - Payments under this Customer Agreement shall not exceed \$ **48,000 (Collectively)** ("Purchase Price").

Term - The Term of this Customer Agreement ("Term") shall be for one of the following as selected below (Select the type of contract that applies):

☐ **Single Purchase Contract** - The Term shall not exceed one (1) year, and this Customer Agreement shall be for the purchase of goods or services as specified and quoted by the Vendor, and the Purchase Price shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☐ **Supply / As Needed Contract** - The Term shall be effective as of October 1st and shall expire on September 30th at the end of FY **24-25**. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☒ **Multi-Year Contract** - The Term shall be for **ONE** year(s) expiring on **2/18/2026**. This Customer Agreement may be renewed for **Four (4) Renewals**. Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds \$50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty.

☐ **Emergency Purchase** - Purchases that are necessary to address a public calamity, because of unforeseen damage to property, or to protect the public health or safety where the City's ability to serve the public would be impaired if the purchase were not made immediately. Emergency purchases must meet the requirements of Local Government Code 252.022, and must be ratified by City Council if the purchase is \$50,000 or more.

(Government Rider - Select if Vendor has additional terms and conditions that apply to this purchase)

☒ **Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills, Texas** - If this purchase contains additional terms and conditions from the Vendor, other than those set forth in the Agreement, the Vendor shall separately execute the Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills, Texas ("Government Rider"). Such applicable terms and conditions as set forth in the Government Rider shall supersede any conflicting terms of the Vendor's terms and conditions, and such Government Rider shall control. The Government Rider is attached hereto, incorporated herein by reference and made a part of this Customer Agreement for all purposes.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party, and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this **12th** day of **May** **2025**.

[Signature Page Follows]

ACCEPTED AND AGREED:

CITY OF NORTH RICHLAND HILLS:

APPROVED: I certify that funds are currently available
for this purchase.

☐ (Check the box if \$3,000 or less)

By: _____
Eva Ramirez, Purchasing Manager

Department Director:

By: _____
Adrien Pekurney
Parks and Recreation

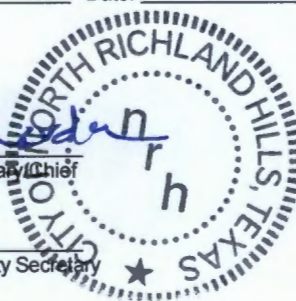
APPROVED: _____
By: _____ Date: 5/12/25
Paulette Hartman, City Manager

Or Designee:

By: _____ Date: _____
Name: _____
Title: _____

ATTEST: _____
By: _____
Alicia Richardson, City Secretary/Chief
Governance Officer

By: _____
Traci Henderson, Assistant City Secretary



NRH City Council Action: Y ☐ N ☒

Date Approved: 5.12.2025

Agenda Item No:

Ord/Res No.

APPROVED TO FORM AND LEGALITY:

By: _____
Bradley Anderle, City Attorney

By: _____

The F.A. Bartlett Tree Expert Company
~~The FA Bartlett Tree Expert Co.~~

By: _____
Matthew Farin

Name: Matthew Farin

Title: Executive Vice President

Date: 04/03/2025



**GOVERNMENT CONTRACT AND PURCHASING RIDER
FOR CONTRACTS WITH THE CITY OF NORTH RICHLAND HILLS, TEXAS**

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the Contractor, Consultant, Vendor, or other party identified below (collectively "Contractor"), agrees that the terms and conditions herein shall govern all agreements with the City unless otherwise agreed to by a **specifically executed provision** within the contract or purchase order, provided same is permissible by law. The terms and conditions herein are **BINDING** and **SUPERSEDE** any and all other terms and conditions whether oral or written in any separate agreement or found on Contractor's website or other electronic platform."

APPLICATION. This **GOVERNMENT CONTRACT AND PURCHASING RIDER FOR CONTRACTS WITH THE CITY OF NORTH RICHLAND HILLS, TEXAS** ("Government Rider") applies to, is considered a part of, is incorporated into, and takes precedence over any conflicting provision in, or attached to, the Response to Solicitation or Bid, Contract or Purchase Order, Agreement for Purchase or Sale, Standard Terms and Conditions, Quote, Invoice, or other applicable agreement of the Contractor (collectively the "Agreement"), to which this Government Rider is attached and described as follows:

Title of Agreement with Additional Terms: **Interlocal Agreement w/ City of Southlake**
 Legal Name of Cooperative Contractor: **The F.A. Bartlett Tree Expert Company**
 Legal Name of Third-Party Contractor (if applicable) (if not applicable enter N/A): **N/A**
 Description of Goods or Services ("Goods or Services"): **Tree Trimming and Maintenance Services as Needed**
 Cooperative Agreement: **City of Southlake #RFP2411B200TS240010**
 Total Contract Price: **\$ 48,000 (Collectively)**

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

Notwithstanding any language to the contrary in the attached Agreement between Contractor and the **City of North Richland Hills ("City")**, individually referred to as a "party" and collectively referred to as the "parties," the parties stipulate by evidence of execution of this Government Rider below by a representative of each party duly authorized to bind the parties hereto, that the parties hereby agree that the provisions in this Government Rider below shall be applicable to and shall modify and supersede the Agreement as set forth below:

SECTION 1. TIME FOR PAYMENT AND INTEREST. The City's payments under the Agreement, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251 of the Texas Government Code. Payment shall be due within thirty (30) days of (i) the date of the City's receipt of the goods under the Agreement; (ii) the date the performance of the services under the Agreement are completed; or (iii) the date the City receives an invoice for the goods or services, whichever is later. Interest on any overdue payment shall not exceed 1% plus the prime rate as published by the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. The City reserves the right to modify any amount due to the Contractor presented by invoice to the City if necessary to conform the amount to the terms of the Contract, the Texas Government Code or this Government Rider. To the extent the Agreement requires the City to agree to a higher rate of interest than allowed by law, or to incur penalties or late fees prior to 30 days before receipt of invoice or services, any such requirements shall be null and void, are hereby deleted from the Agreement and shall have no force or effect.

SECTION 2. INDEMNIFICATION; LIABILITY; NO FUTURE DEBT.

2.1 Multiyear Contracts. If the NRH City Council does not appropriate funds sufficient to make any payment for a fiscal year after the City's fiscal year in which the Agreement becomes effective, and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Agreement shall automatically terminate at the end of the fiscal year for which funds were appropriated, in accordance with Section 5, Article XI of the Texas Constitution. The City shall have the right to terminate the Agreement at the end of any City fiscal year, without any penalty to the City, if the City Council does not appropriate sufficient funds to continue the Agreement to the next fiscal year. The City shall provide Contractor with as much advance written notice of such termination as is reasonably possible, but not less than thirty (30) days.

2.2 No Future Debt. In compliance with Section 5, Article XI of the Texas Constitution, all payment obligations of the City hereunder are subject to the availability of funds. If such funds are not appropriated or become unavailable during the Term of the Agreement, or in any renewal year of the Agreement, the City shall have the right to terminate the Agreement, except for those portions of funds which have been appropriated prior to termination. To the extent the Agreement requires the City to agree to the creation of future debt for which funds are not appropriated, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

2.3 INDEMNIFICATION AND LIABILITY. CONTRACTOR SHALL BE LIABLE FOR, AND SHALL INDEMNIFY AND HOLD THE CITY ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, AND REPRESENTATIVES (collectively "CITY INDEMNITEES") HARMLESS FROM ANY INJURY, LOSS OR DAMAGE DUE TO, OR ARISING OUT OF, THE NEGLIGENT ACTS OR OMISSIONS OR INTENTIONAL MISCONDUCT OF CONTRACTOR. TO THE EXTENT THE AGREEMENT REQUIRES THE CITY TO INDEMNIFY, DEFEND AND/OR HOLD CONTRACTOR OR ANY OF ITS AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, VOLUNTEERS, OR REPRESENTATIVES (collectively the "CONTRACTOR INDEMNITEES") HARMLESS, THE CITY SHALL NOT BE REQUIRED TO DEFEND ANY CONTRACTOR INDEMNITEE UNDER THE AGREEMENT AND THE CITY SHALL ONLY INDEMNIFY OR HOLD ANY INDEMNITEE HARMLESS TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND ONLY TO THE EXTENT SUCH INJURY, LOSS, OR DAMAGE IS DUE TO THE NEGLIGENT ACTS OR OMISSIONS OR INTENTIONAL MISCONDUCT OF THE CITY. THE CITY SHALL NOT BE UNDER ANY OBLIGATION TO CREATE ANY SINKING FUND TO SATISFY ANY OBLIGATION TO INDEMNIFY UNDER THE AGREEMENT.

NOTWITHSTANDING ANY OF THE FOREGOING, IN NO EVENT SHALL THE CITY'S LIABILITY EXCEED THE TOTAL AMOUNT OF FEES PAID BY THE CITY UNDER THE AGREEMENT FOR THE PREVIOUS TWELVE MONTH PERIOD. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THIS INDEMNITY WILL ONLY BE AS TO THE SCOPE OF ONGOING OPERATIONS OF THE WORK WHICH SHALL BE DEFINED AS BEGINNING WHEN THE PERFORMANCE ON THE SITE BEGINS AND ENDING WHEN THE PERFORMANCE ON THE SITE CONCLUDES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER THE AGREEMENT. THIS PROVISION SHALL SUPERSEDE ANY OTHER PROVISION OF CONTRACTOR IN ANY SEPARATE AGREEMENT, TERMS AND CONDITIONS, QUOTE OR INVOICE.

SECTION 3. TERMINATION. Notwithstanding Section 2 above, and unless otherwise specifically agreed to by the parties, either party may terminate this Agreement by providing thirty (30) days prior written notice of such termination to the other party. Termination pursuant to this Section shall not relieve the Contractor of any obligation or liability that has accrued prior to cancellation. City shall pay Contractor for any services performed up to the effective date of such termination. **This Agreement is subject to termination, without penalty, at any time the City deems the Contractor to be non-compliant with contractual obligations.** Unless otherwise specifically agreed to by the parties in writing, to the extent the Agreement requires the City to (i) agree to a shorter termination period than thirty (30) days; (ii) agree to automatic renewals not included as a part of the "Term of the Agreement" listed above in this Government Rider; or (iii) incur a termination penalty, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 4. INSURANCE. The City is a Government entity under the laws of the state of Texas, and pursuant to Chapter 2259 of the Texas Government Code, "Self-Insurance by Government Units," the City is self-insured and therefore is not required to purchase insurance. The City shall not be required to purchase an insurance policy under this Agreement. Any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect. The City will provide a letter of self-insured status as requested by Contractor.

SECTION 5. CONFIDENTIALITY. The City is a Government entity under the laws of the State of Texas and all documents or information held or maintained by the City are subject to disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code (the "Act"). To the extent any provision in the Agreement attempts to prevent the disclosure of information that is subject to public disclosure under federal or Texas law, including any provision that prohibits disclosure of the terms and conditions of the Agreement, such provision is invalid. Any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 6. TAX EXEMPTION. The City shall not be liable to Contractor for any federal, state or local taxes for which the City is not liable by law, including state and local sales and use taxes, pursuant to Section 151.309 of Title 3, Texas Tax Code, and federal excise tax, pursuant to Subtitle D of the Internal Revenue Code. Accordingly, those taxes shall not be added to any goods or services under the Agreement. The City shall furnish a copy of the applicable tax exemption certificate upon request from Contractor. If the City is billed for any taxes not in compliance with this Section 6, the City shall be authorized to remit payment less the taxes imposed.

SECTION 7. GOVERNING LAW AND VENUE. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with the laws of the United States and the state of Texas, exclusive of conflicts of laws provisions. Venue for any suit brought under this Agreement shall be in a court of competent jurisdiction in Tarrant County, Texas. To the extent this Agreement is required to be governed by any state law other than Texas or venue in any jurisdiction other than Tarrant County, any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 8. SOVEREIGN IMMUNITY. Nothing in the Agreement, or herein in this Government Rider, constitutes a waiver of the City's sovereign immunity. To the extent the Agreement requires the City to waive its rights or immunities as a government entity, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 9. ASSIGNMENT. To the extent the Agreement addresses the right to assign any rights or interest in the Agreement to another party, such right of assignment shall be reciprocal, and neither party shall have the right to assign or transfer any of its rights or interests in the Agreement without the express prior written consent of the other party. Notwithstanding, the Contractor shall have the right to assign the Agreement to any entity in which it is a recognized legal affiliate or subsidiary or which such entity obtains a majority interest without the consent of the City; however, Contractor shall give the City at least thirty (30) days' written notice of any such assignment or transfer of interest.

SECTION 10. RIGHT TO TRIAL BY JURY. The City reserves its right to settle disputes by trial by jury. Any such provision in the Agreement that requires the City to waive its right to a trial by jury shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 11. ALTERNATIVE DISPUTE RESOLUTION. To the extent the Agreement requires all disputes to be resolved by binding arbitration, any such provision shall be null and void, is hereby deleted from the Agreement and shall have no force or effect. Prior to instituting litigation under the Agreement, the parties may agree to mediation upon written mutual consent. Any such mediation shall be governed by the applicable rules of the American Arbitration Association, with mediation being held in Tarrant County, Texas. Each party shall share equally in the costs of the mediator, and shall be responsible for its own attorney's fees and expenses.

SECTION 12. LIMITATION ON CLAIMS. Any claim for breach of this Agreement shall be brought within four (4) years in accordance with Texas Civil Practices and Remedies Code Sec. 16.004 and Texas Business and Commerce Code Sec. 2.725. To the extent the Agreement requires a shorter period for limitation on claims, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 13. FORCE MAJEURE. Either party may terminate this Agreement and shall not be liable for any alleged damages or loss due to failure to perform its obligations under this Agreement if the performance is delayed or canceled by reason of a Force Majeure event, including but not limited to, war; civil commotion; acts of God; inclement weather; Government restrictions, regulations, or interferences; fires; labor strikes; material shortages; lockouts, national disasters; epidemics; pandemics; riots; transportation restrictions; or any other circumstances which are reasonably beyond the control of the party.

SECTION 14. RIGHT TO AUDIT. The City shall, until the expiration of three (3) years after final payment under the Agreement, have the right to access and the right to examine and photocopy any directly pertinent books, documents, papers and records, whether electronic or hardcopy (collectively "Records") of Contractor involving transactions under this Agreement to ensure compliance herewith. The City shall have the right to access Contractor's Records during normal working hours and shall provide Contractor with reasonable advance notice of intended audits, but not less than ten (10) business days.

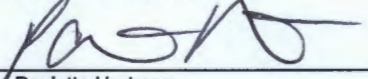
SECTION 15. SUCCESSORS AND ASSIGNS. The parties each bind themselves and their successors, executors, administrators and assigns to this Agreement and to all covenants of this Agreement hereafter.

SECTION 16. CITY'S LOGO OR MARKS. The City's logo is protected by applicable federal and state copyright and trademark laws. Contractor may not use the City's name in a demeaning, obscene or detrimental manner as determined by the City in its sole discretion, and Contractor shall not use the City's logo in any manner, except as specifically approved by the City in writing.

SECTION 17. RIDER CONTROLLING: If any provisions of the attached Agreement, conflict with the terms herein of this Government Rider, are prohibited by applicable law, conflict with any applicable rule, regulation or ordinance of the City, the terms in this Government Rider shall control.


By signature below of an authorized representative, the parties hereby accept and agree to the terms and conditions set forth in this Government Rider.

CITY OF NORTH RICHLAND HILLS:

By: 
Paulette Hartman
City Manager

Date: 5/12/25

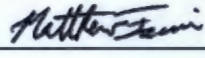
ATTEST:

By: 
Alicia Richardson
City Secretary/Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

By: _____
Bradley Anderle
City Attorney

The F.A. Bartlett Tree Expert Company

By: 

Name: Matthew Farin, Executive Vice President

Date: 05/08/2025



NRH Council Action Y ☒ N

Date Approved 5.12.2025

Agenda No. _____

Ord / Res No. _____



General Terms Commercial

The F.A. Bartlett Tree Expert Company ("Bartlett Tree Experts") provides tree-care and related services to commercial and government clients. The agreed upon "Work" has been expressed in a separate Client Agreement between Bartlett Tree Experts and the Client, and is identified within the portion of the Client Agreement communicating the Scope of Work, the Goals, the Specifications, the Schedule for the Work, and the Payment Terms. These general terms combine with the approved Client Agreement and form the complete agreement between the parties.

Article 1

TREE RISK

1.1 Tree Risk

- (a) The Client acknowledges that having trees on one's property involves risk, including the risk that a tree or tree limb might fall. As part of the Work, Bartlett Tree Experts may recognize the risk posed by failure of trees within the scope of the Work and recommend to the Client ways to reduce that risk, but the Client acknowledges that Bartlett Tree Experts cannot detect all defects and other conditions that present the risk of tree failure and cannot predict how all trees will respond to future events and circumstances. Trees can fail unpredictably, even if no defects or other conditions are apparent. Bartlett Tree Experts will not be responsible for damages caused by subsequent failure of a tree, or tree part, within or around the scope of the Work due to defects or other preexisting structural or health conditions.
- (b) Unless the Work includes having Bartlett Tree Experts perform a tree risk assessment for designated trees, the Client acknowledges that in performing the Work Bartlett Tree Experts is not required to inspect and report to the Client on risks to, and risks posed by, trees on or near the Client's property.
- (c) The Client also acknowledges that because trees are living organisms that change over time, the best protection against the risk associated with having trees on the Client's property is for the Client to arrange to have them inspected by a qualified arborist annually and after each major weather event to identify any defects or other conditions that present the risk of tree failure. Then, once inspected, the Client should review any possible defects or conditions that present the risk of failure and request recommendations for, and implement, remedial actions to mitigate the risks.

Article 2

THE WORK

2.1 Ownership

The Client states that all trees and other vegetation within the scope of the Work are owned by the Client or that the owner has authorized the Client to include them within the scope of the Work.

2.2 Insurance

- (a) Bartlett Tree Experts states that it is insured for liability resulting from injury to persons or damage to property while performing the Work and that its employees are covered under workers' compensation laws.
- (b) The scope of ongoing operations of the Work shall be defined as beginning when the performance on the site

begins and ending when the performance on the site concludes.

2.3 Compliance

- (a) Bartlett Tree Experts shall perform the Work competently and in compliance with the law and industry standards, including the American National Standards Institute's A-300 Standards for tree care.
- (b) The Client is responsible for obtaining and paying for all required local permits.

2.4 Access over Roads, Driveways, and Walkways

- (a) The Client shall arrange for Bartlett Tree Experts' representatives, vehicles, and equipment to have access during work hours to areas where the Work is to be performed. The Client shall keep roads, driveways, and walkways in those areas clear during work hours for the passage and parking of vehicles and equipment. Unless the Client Agreement states otherwise, Bartlett Tree Experts is not required to keep gates closed for animals or children.

2.5 Access through a Dwelling or Building

If the Work requires access through the interior of the Client's dwelling or the common interior areas of a multi residence or commercial building, the Client states that they have the authority to allow this access, or the owner has authorized the Client to allow this access in order for the Work to be completed as stated on the Client Agreement.

2.6 Concealed Features

- (a) The Client acknowledges that the Work could be delayed or made more expensive by the presence of features that are not apparent to Bartlett representatives ("Concealed Features"). Concealed Features could be above ground or underground and could be human-made (including irrigation systems, underground lighting, septic systems, pipes, oil tanks, utility lines, masonry, or concrete) or natural (including rocks and insect nests). The Client states that it has notified Bartlett Tree Experts of all Concealed Features that it is aware of in those areas where the Work is to be performed.
- (b) Bartlett Tree Experts will not be liable for damage to Concealed Features that the Client does not notify Bartlett of in writing.



General Terms Commercial

- (c) If Concealed Features prevent the Work from continuing, the Client agrees to pay Bartlett Tree Experts for the all portions of the Work completed up until the time the concealed features became apparent and delayed or prevented the Work from continuing. The Client also agrees that in the event that the Concealed Features prevent any further Work from proceeding, or significantly alter the costs of the remainder of the Work within the Agreement, then the remainder of the Agreement between the Client and Bartlett Tree Experts will be considered nullified, with neither party having any further obligations to the other, and a new written agreement will be formed prior to any further Work being performed.

2.7 Potential Harm to Animals

The Client acknowledges that pets and other animals might be harmed if they swallow tree debris, such as sawdust, leaves, or branches, created during performance of the Work. Bartlett Tree Experts cleans up sawdust and other debris it creates in working on a tree, but it is unrealistic to expect that it will dispose of every piece of sawdust or debris.

Weather-Event Damage

- 2.8 The Client acknowledges that because remediating weather-event damage might result in further damage to a structure, property, or landscaping feature already damaged in that weather event regardless of the care taken, Bartlett Tree Experts will not be responsible for any such further damage to any structure, property or landscaping feature when remediating or removing trees or tree parts that have fallen on structures, patios, decks, fences, driveways, or hardscapes are part of the Work.

Cables, Braces and Tree-Support Systems

2.9

- (a) The Client acknowledges that cables, braces or tree support systems are intended to reduce the risk associated with tree part breakage by providing supplemental support to certain areas within trees and in some cases by limiting the movement of leaders, limbs, or entire trees, and are intended to mitigate the potential damage associated with tree part breakage; but that such supplemental support systems cannot eliminate the risk of breakage or failure to trees or tree parts entirely, and future breakage and damage is still possible.
- (b) The Client acknowledges that for cables, braces or tree-support systems to function optimally, the Client must arrange for them to be inspected and maintained by a qualified arborist periodically and after each major weather event.

2.10 Lightning Protection Systems

- (a) The Client acknowledges that lightning protection systems are intended to direct a portion of the electricity from a lightning strike down through the system into the ground, and mitigate the potential damage to the tree from a

lightning strike, but that such systems cannot prevent damage to structures, nor can such systems prevent damage to trees caused by lightning entirely.

- (b) The Client acknowledges that for lightning protection systems to function optimally, the Client must arrange for them to be inspected and maintained by a qualified arborist periodically and after each major weather event.

2.11 Recreational Features

- (a) The Client acknowledges that Bartlett Tree Experts recommends stopping the use of, and removing, any tree house, ropes course, swing, or other recreational feature attached to a tree. Regardless of the health or condition of the tree, such features might be unsuited for the intended use or might place unpredictable forces on the feature or the tree, resulting in failure of the feature or the tree and injury to persons or damage to property. Bartlett Tree Experts is not responsible for the consequences of use of any such feature.
- (b) The Client acknowledges that if a recommendation is made to mitigate an observed and immediate safety issue on a tree with any such device or feature attached, such as the removal of a dead, dying, or broken limb that could fall and injure a person or damage property, the Client should not infer that following the recommendation and mitigating the immediate safety issue makes the tree in question safe for the use of the attached device or feature.

2.12 Tree Removal and Pruning

- (a) The Client acknowledges that in removing or cutting down a tree as part of the Work, Bartlett Tree Experts will cut the tree approximately 12 inches from the ground. The Client understands that any remaining stump may present a tripping hazard, and the Client should mark the area if necessary. Removing or grinding stumps is not included as part of tree removal unless stated in the Client Agreement.
- (b) If pruning tree limbs or shrubs is part of the Work, Bartlett Tree Experts will develop specifications to help meet the present goals of the Client, in accordance with industry standards. Trees and shrubs will typically require follow up pruning at various intervals to maintain a Client's goals. Based on those goals; and the species, size, location, health, and growth pattern of the tree(s) or shrub(s) which are pruned, the Client should conduct routine monitoring of each tree or shrub and communicate the need for future pruning to a qualified arborist in order to maintain the established or desired plant form or objectives.

2.13 Trees Infested with Emerald Ash Borer

- (a) The Client acknowledges that Ash trees or other trees infested with emerald ash borer can become extremely brittle and dangerous within a short period of the infestation, and the conditions of such trees could adversely change between the time a proposal to work on such a tree was written, and the time that the work is scheduled for completion.
- (b) The Client understands that if any tree or trees infested with emerald ash borer have become too dangerous to access,



General Terms Commercial

climb, prune, or rig from without risking injury or damage to the Client's property, then that portion of the proposal will be considered nullified, with neither Bartlett Tree Experts nor the Client owing anything to the other for that portion of the Work, and a new proposal will need to be written and agreed upon before any work can proceed on any such infested tree.

2.14 Tree Care Maintenance or Recurring Programs

- (a) If the Client Agreement is for ongoing tree care or landscape maintenance or for a recurring maintenance or plant health care program for trees, plants or turf areas, the Client acknowledges that the purpose of this type of agreement is to maintain tree, shrub, or turf health and beauty.
- (b) The Client understands that any inspections that may be conducted during any such ongoing tree care, landscape maintenance, or recurring maintenance or plant health care type contracts are for the purpose of evaluating plant health, and determining any appropriate treatment recommendations according to the client's tree, shrub or turf health needs, and are not meant to be a safety inspections, or tree risk assessments.
- (c) The Client also understands that in no way does Bartlett Tree Experts imply nor should the Client infer that Bartlett Tree Experts assumes the responsibility for inspecting, identifying, or correcting hazards or safety issues on or near the Client's property, or conducting tree risk assessments during the course of any of its ongoing tree care, landscape maintenance, or reoccurring maintenance contracts.

2.15 Stump Grinding

- (a) If the Work includes stump-grinding services, the Client acknowledges that grinding will take place well below ground level, and the Client understands that the stump grinding area might present a tripping hazard, and the Client should mark the area if necessary until the Client removes the stump grinding debris and fills the stump grinding holes with soil to grade.
- (b) Unless the Client Agreement states otherwise, Bartlett Tree Experts is not required to remove stump-grinding debris filling stump-grinding holes, or fill stump grinding holes to grade with soil.
- (c) If tree grates or metal grates or other man made protective features existed prior to the stump removal, it is the Client's responsibility to ensure that the grates or manmade features are re-installed correctly after the stump removal and do not pose a tripping hazard.

2.16 Root Pruning

In the right circumstances, root pruning is a valuable and necessary service, but it might pose a risk to the health and structural integrity of trees. To limit that risk, Bartlett Tree Experts performs root pruning to industry standards, but the Client acknowledges that the health and structural integrity of trees within the scope of the Work might nevertheless be adversely affected by any root pruning performed as part of the Work. Bartlett Tree Experts shall assist the Client in

understanding the risks involved before opting for root pruning, but the Client will be responsible for deciding to proceed with root pruning.

2.17 Tree Risk Assessments and Inventories

- (a) If the Client Agreement is specifically for Bartlett Tree Experts to provide a level I, II, or III Tree Risk Assessment for any tree or group of trees to the Client in accordance with industry standards, the Client understands that any risk ratings and recommendations for mitigating such risks will be based on the observed defects, conditions, and factors at the time of the tree risk assessment or inventory,
- (b) The Client acknowledges that any recommendations made to mitigate risk factors or manage tree populations will be made in accordance with industry best practices and standards, but that the decision to implement the recommended mitigation practices, remove the risk factors, or manage the trees rests solely with the client.
- (c) The Client understands that all risk ratings used are intended to assist the Client with understanding the potential for tree or tree part failure, and are not meant to be used to declare any tree or tree part to be safe or free from any defect. As such, the Client should not infer that any tree or trees not having a condition class of poor or dead, or not showing a potential failure to be likely or imminent, are "safe" or will not fail in any manner.
- (d) The Client understands that it is the Client's responsibility to ensure that the assessed tree or trees are continually inspected and reassessed periodically, or after any major weather event, in order to ensure that risk rating information or any other information is kept current, and to enter any changes to risk ratings or mitigation measures to the inventory or tracking system used by the Client.

2.18 Client Trees in Hazardous Condition

If the Client Agreement specifies that one or more trees within the scope of the Work are in hazardous condition, are high or moderate risk, or should be removed for safety reasons, the Client acknowledges that removing those trees would prevent future damage from trees or tree limbs falling. If the Client requests that one or more of those trees be pruned instead of removed, the Client acknowledges that although pruning might reduce the immediate risk of limbs falling, it does not preclude the possibility of future limb, stem, or root failure. Bartlett Tree Experts is not responsible for any such future failure.

2.19 Plant Health Care or Soil Care and Fertilization Treatments

- (a) Bartlett Tree Experts states that plant health care and/or soil care and fertilization treatments will be conducted in accordance with industry standards for such services.
- (b) The Client acknowledges that if the Client Agreement requires markers or notification signs to be left on the property, then the signs must be left in place for twenty-four hours or however long is stated on the Client Agreement, whichever is longer. At the end of the prescribed period, it



General Terms Commercial

will be the Client's responsibility to remove and dispose of the signs.

- (c) Bartlett Tree Experts will provide the Client with copies of all pertinent product label or safety data sheet information upon request.
- (d) The Client acknowledges that plant health care treatments are intended to mitigate pest levels to an acceptable degree, and are not intended to eradicate or eliminate any insect, disease, or other pest entirely.
- (e) The Client acknowledges that soil care and fertilization treatments may not have the intended effect if drought conditions or lack of irrigation prevent the tree, shrub, or turf area from receiving adequate water throughout the growing season.

2.20 Schedule of Plant Health Care or Soil Care and Fertilization Treatments

- (a) Bartlett Tree Experts will schedule all treatments for the appropriate period, given the type of plant, pest, infestation levels, weather patterns, the objectives, and other environmental considerations.
- (b) If the Client has requested a specific date within that period for the Client's plant health care treatment, the date will be placed on the agreement. If Bartlett Tree Experts is unable to perform the services on the agreed upon date, due to weather conditions, or other unforeseeable delays, Bartlett Tree Experts will reschedule the treatment for a date agreeable to the Client.
- (c) If weather conditions or other unforeseen conditions prevent or delay treatment during periods specified in the Client Agreement, and the Client has not requested a specific date, then Bartlett Tree Experts will automatically reschedule the treatments for the next most appropriate period and notify the Client.

2.21 Integrated Pest Management

- (a) If the Work includes integrated pest management services, the Client understands that this service will involve plant health care treatments which will be tailored to meet the Client's needs for specific trees, shrubs, turf areas, or plants. In delivering this service, Bartlett Tree Experts will consider the Client's objectives, priorities, budgetary concerns, plant materials, site conditions, pest and disease infestation levels and the expectations of those levels, and timing issues.
- (b) The Client acknowledges that this service may involve one or more inspections of specific plants to help determine insect and disease concerns, the sampling of specific plant materials or soil areas, an understanding of the cultural needs of certain plants, consideration of biological control concepts and limitations (natural and/or introduced predators), recommended improvements to physical site conditions, or the use of pesticide treatments. The integrated pest management service does not combine all possible controls and concepts for every tree, shrub, turf area, or plant, but rather it considers the most reasonable option or options for control of and mitigation of insect and

disease damages to the specific trees, shrubs, turf areas or plants as designated by the Client to meet the Client's goals.

- (c) The Client also understands and acknowledges that during the course of an integrated pest management program, as inspections are taking place, and treatments or other services are being performed to certain trees or shrubs, not every tree or shrub inspected will require a specific treatment or other service, and in fact, some trees or shrubs may not require any specific treatment or other service throughout the course of a season to maintain health and vigor if the inspections show insignificant pest thresholds, and sound environmental and cultural conditions.
- (d) The Client also understands that tree, shrub, plant and turf inspections conducted during the integrated pest management program are for the purpose of determining plant health issues and, insect and disease thresholds; and are not conducted for the purposes of determining tree, shrub, plant, or turf safety.

2.22 Trees in Poor Health or a Severe State of Decline

The Client acknowledges that if a tree is in poor health or in a severe state of decline, Bartlett Tree Experts cannot predict how that tree will respond to any recommended plant health care or soil care and fertilization treatment and might not be able to prevent that tree from getting worse or dying.

2.23 Fruit-Reduction Treatment

If fruit-reduction (including olive-reduction) treatment forms part of the Work, the Client acknowledges that although Bartlett Tree Experts will take steps to minimize the extent to which the pesticide used in in this treatment comes into contact with plants under or near the treated trees or shrubs, it is likely that some contact will occur and might damage or kill understory plants. Bartlett Tree Experts will not be liable for any such damage.

2.24 Fruit Tree or Crop Treatment

If the Work includes plant health care treatments to mitigate pest damage to fruit trees or other crops, the Client will be responsible for instructing Bartlett Tree Experts which fruit trees or other crops to treat. The Client acknowledges that no such treatments can eliminate pests entirely and such treatments might not increase crop yield or value and might not prevent the plants in question from dying.

2.25 Tick, Mosquito, or Biting Fly Treatment

The Client acknowledges that if the Client Agreement specifies a treatment program to mitigate the presence of ticks, mosquitoes, or biting flies, such treatment can only lower pest thresholds, and cannot eliminate the pests or prevent such pests from biting, stinging, or entering the treated area.

2.26 Termite or Wood Destroying Organism Treatment

- (a) The Client acknowledges that if the Client Agreement specifies a treatment program to mitigate Formosan termites or any other wood destroying organism from any



General Terms Commercial

tree or trees, that the treatment cannot provide protection against any present or future damage to any structure or structures on the property, nor can it reverse any damage already caused to any such structure or structures on the property.

- (b) If Formosan termites or other wood destroying organisms are present on the property, Bartlett Tree Experts recommends that the Client has a qualified structural home inspector inspect the structure or structures for the presence of any termites or wood decaying organisms, as well as any damage, and provide the Client with an appropriate recommendation and report to treat, mitigate or repair the damage.

2.27 Plant Nursery Services

If the Work includes treatment to mitigate pest damage to nursery trees or plants, the Client will be responsible for instructing Bartlett Tree Experts which trees or plants to treat. The Client acknowledges that no such treatments can eliminate pests entirely and such treatments might not increase the value of nursery plants and might not prevent the trees or plants in question from dying.

2.28 Trees Planted and Maintained by Other Contractors

The Client acknowledges that if trees within the scope of the Work were recently planted or are being maintained by one or more other contractors or if one or more other contractors will be watering and providing services with respect to trees within the scope of the Work, how those trees respond to treatment in the course of the Work might be unpredictable, and Bartlett Tree Experts cannot be responsible for the health of such trees or plants.

2.29 Trees with Cones and Large Seed Pods

The Client acknowledges that large tree cones or seedpods on some trees can become dislodged and fall without notice, creating a hazard to persons or property. If the Client has the type of tree on their property that produces large, heavy cones or seedpods, and the Client does not wish to remove the tree, Bartlett Tree Experts recommends that the Client marks off and restricts the area under and near the tree from pedestrian and vehicle traffic whenever possible, places a warning sign near the tree, remains aware of the hazardous conditions the falling cones can create, and inspects the tree annually and removes any observable cones if possible in order to mitigate the potential for damage from falling cones.

2.30 Snow Removal

- (a) If snow removal forms part of the Work, the Client acknowledges that the condition of snow and ice on a roof or other structure will vary based on the rate at which snow accumulates, how it is distributed, and the weather it has been exposed to. In removing snow, Bartlett Tree Experts aims to reduce the weight of snow and ice, not remove it entirely. The Client acknowledges that in most cases, existing snow will only be removed down to within a few inches of the roof surface or the ice covering the roof surface, as the case may be, and that any remaining snow and ice might still cause damage.

- (b) Bartlett Tree Experts will not be responsible for damage done during snow removal as a result of Concealed Features that the Client does not notify Bartlett of.
- (c) The Client acknowledges that because removing snow from a structure or landscaping feature that has already been damaged might result in further damage regardless of the care taken by Bartlett Tree Experts, Bartlett will not be responsible for any further damage to a previously-damaged structure or landscaping feature from which Bartlett Tree Experts removes snow as part of the Work.

2.31 Installing Lights

If installing lights and other lighting equipment forms part of the Work, the Client is responsible for providing the lighting equipment and instructing Bartlett Tree Experts where to install it. Bartlett Tree Experts is not responsible for performance and safety of the lighting equipment. The Client is responsible for retaining a licensed electrician to inspect the lighting equipment to check that it is in working order, is safe, and complies with the relevant codes. Bartlett Tree Experts is not responsible for damage done during installation and removal of lighting equipment to any structures (including gutters, decking, and patios), landscaping features (including trees and plants).

2.32 Tarpaulins

The Client acknowledges that if as part of the Work Bartlett Tree Experts places a tarpaulin, or touches a tarpaulin, over a damaged structure, that might not prevent further damage to the structure and its contents, and the tarpaulin might not stay secure during subsequent weather events, even if it is competently secured. Bartlett Tree Experts is not responsible for damage to a structure and its contents that occurs after Bartlett Tree Experts places or adjusts a tarpaulin over the structure. The Client acknowledges that if a structure experiences damage that requires placement of a tarpaulin, the Client should promptly contact an appropriate roofing or water-restoration contractor to assess any damage and conduct any needed repairs.

2.33 Fire Damage

- (a) Regardless of the species, trees exposed to fire can suffer structural damage that goes beyond whatever external damage might be visible. Fire can cause cracking and brittleness in tree structure and integrity; it can make preexisting defects worse; it can make roots less stable; and it can weaken the overall health of the tree, making it susceptible to disease and pest infestations. The effects of fire damage are unpredictable and difficult to determine. Bartlett Tree Experts is not responsible for any injury to persons or damage to property resulting from services performed on fire-damaged trees as part of the Work.
- (b) The Client acknowledges that if trees and shrubs on the Client's property have been exposed to fire, the Client should have qualified arborist periodically inspect trees and shrubs on the property for fire damage.



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2.34 Cancellation

If the Client cancels or reduces the Work after the Work has started, the Client shall pay Bartlett for all the items of the Work that have been completed

Payment

- 2.35 The Client shall pay for the Work when the Client receives Bartlett Tree Experts' invoice for the Work. If any amount remains unpaid 30 days after the date of the invoice or any period stated in the Client Agreement, whichever is longer, as a service charge the unpaid amount will accrue interest at the rate of 1.5% per month (or 18% per year) or the maximum rate permitted by law, whichever is lower.

Article 3 DISPUTE RESOLUTION

3.1 Intentionally Deleted.

3.2 Limitation of Liability

The maximum liability of Bartlett for any losses incurred by the Client arising out of the Client Agreement or Bartlett's performance of the Work will be the amount paid by the Client for the Work, except in the case of negligence or intentional misconduct by Bartlett.

Article 4 MISCELLANEOUS

4.1 Client Responsibilities

- (a) The Client is responsible for the maintenance of the client's trees, shrubs, and turf and for all decisions as to whether or not to prune, remove, or conduct other types of tree work on each respective tree, or when to prune, remove, or conduct other tree work on any respective tree, and all

decisions related to the safety of each respective tree, shrub, and turf area.

- (b) Nothing in this Agreement creates an ongoing duty of care for Bartlett Tree Experts to provide safety maintenance or safety inspections in and around the client's property. It is the responsibility of the client to ensure the safety of its trees and landscape, and to take appropriate actions to prevent any future tree or tree part breakage or failures, or otherwise remove any hazardous conditions which may be present or may develop in the future.

4.2 Notices

For a notice or other communication under the Client Agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company (with all fees prepaid), or (3) by email. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

4.3 Amendment; Waiver

No amendment of the Client Agreement will be effective unless it is in writing and signed by the parties. No waiver under the Client Agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

4.4 Conflicting Terms

If these terms conflict with the rest of the Client Agreement, the rest of the Client Agreement will prevail. ‡

4.5 Entire Agreement

The Client Agreement with these terms constitutes the entire understanding between the parties regarding Bartlett Tree Experts' performance of the Work and supersedes all other agreements, whether written or oral, between the parties.





ORIGINAL DOCUMENT
CITY OF SOUTHLAKE
Council Action: Y/N

February 18, 2025

The F.A. Bartlett Tree Expert Company
1900 Brumlow Avenue
Southlake, Texas 76092

Ord./Res. No. _____

Date Approved 2/18/25

Attn: Mr. Matthew Farin

Subject: Award Notification for Provide Tree Services RFP2411B200TS240010

Dear Mr. Farin:

The City of Southlake is pleased to inform you that The F.A. Bartlett Tree Expert Company of Southlake, Texas is one of three (3) vendors being awarded Provide Tree Services RFP2411B200TS240010. The award and this agreement are based on your proposal to the City, copy enclosed. This is a multiple vendor award contract. Your company's portion of the award is attached. This award was approved by the City of Southlake City Council on 2/18/25.

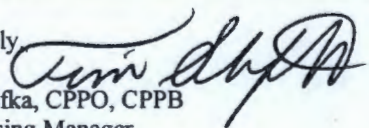
The terms and conditions proposed and accepted in this agreement are as follows:

Line Items Awarded	All Categories
Payment Terms:	Net 30 days (Unless otherwise noted – such as pre- and/or partial payment)
Estimated Quantities:	The City does not guarantee to purchase any minimum or maximum quantity but does contemplate purchasing the awarded items exclusively during the term of the contract from the successful vendors.
Method of Payment:	Shall be made by City procurement card or purchase order
Delivery Terms:	FOB Destination
Delivery Locations:	Vendor Delivery or City employee pick-up.
Term of Contract:	The term of awarded contract shall remain in effect for twelve months from date of award and is eligible for up to four (4) one (1) year annual renewals
City Contact:	Junior Camacho 817-748-8357
Send all billing to:	City of Southlake accountspayable@ci.southlake.tx.us (preferred) or 1400 Main Street, Suite 420, Accounts Payable, Southlake, TX 76092
Other Charges:	The City of Southlake is a tax-exempt municipal corporation and is exempt from all federal, state, and local sales taxes.

All other specifications, terms and conditions shall be as provided in the original procurement documents. No other attachments to or in response to this agreement will be accepted unless approved in writing by the Purchasing Manager or an authorized representative of the City of Southlake.

Thank you for participating in our procurement process. Please call 817-748-8312 with any questions.

Sincerely,


Tim Slifka, CPPO, CPPB
Purchasing Manager
City of Southlake
1400 Main Street, Suite 420
Southlake, Texas 76092
tslifka@ci.southlake.tx.us

Contract and Award Accepted:

Signed: 

Date: FEB. 18, 2025

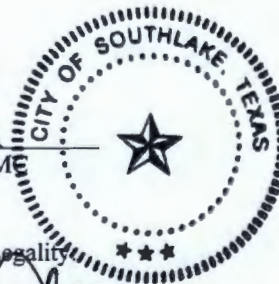
Mayor Shawn McCaskill
City of Southlake

Attest:


Amy Shelley, TRME
City Secretary

Approved as to Form and Legality


City Attorney



Success: All values provided	Bid	#4-1	Tree Cabling/Bracing, (2) Man Crew	1	Per Hr	\$ 250.00	na	\$ 250.00
Success: All values provided	Bid	#4-2	Air Spade Services with (2) Man Crew	1	Per Hr	\$ 250.00	na	\$ 250.00
Success: All values provided	Bid	#4-3	Additional Crew Member for Traffic Control, Tree Pruning or Tree Removal Services	1	Per Hr	\$ 105.00	na	\$ 105.00
Not Bidding	No Bid	#4-4	Knuckleboom Truck for Debris Removal with Operator	1	Per Hr			
Success: All values provided	Bid	#4-5	Bucket Truck with Operator	1	Per Hr	\$ 210.00	na	\$ 210.00
Success: All values provided	Bid	#4-6	Stump Grinding to Include All Stumps Regardless of Diameter, per Scope of Services	1	Per Each	\$ 150.00	na	\$ 150.00
Success: All values provided	Bid	#4-7	Cost Per Hour for Certified Arborist to Consult, Perform and/or Supervise Work as Required or Requested	1	Per Hr	\$ 105.00	na	\$ 105.00
Basket Total								\$ 1,070.00

Success: All values provided	Bid	#5-1	Chemical Application – Soil Injection / Foliar, Per Inch	1	Per Inch	\$ 15.00	na	\$ 15.00
Success: All values provided	Bid	#5-2	Chemical Application – Soil Injection / Foliar, Per Sq. Ft.	1	Per Sq. Ft.	\$ 0.30	na	\$ 0.30
Success: All values provided	Bid	#5-3	Chemical Application – Soil Injection / Foliar, Per Gallon	1	Per Gallon	\$ 4.00	na	\$ 4.00
Basket Total		\$ 19.30						

Success: All values provided	Bld	#6-1	Fertilization – Soil Injection / Foliar. Per Inch.	1	Per Inch	\$ 12.00	na	\$ 12.00
Success: All values provided	Bld	#6-2	Fertilization – Soil Injection / Foliar. Per Sq. Ft.	1	Per Sq. Ft.	\$ 0.30	na	\$ 0.30
Success: All values provided	Bld	#6-3	Fertilization – Soil Injection / Foliar. Per Gallon	1	Per Gallon	\$ 4.00	na	\$ 4.00
Basket Total								\$ 16.30

Not Bidding	No Bid	#7-1	All Travel Charges Should be Included in Rates Listed. If There Are Additional Travel Charges Required, List as a Per Mile Cost. (Not Applicable for Southlake, Keller, and North Richland Hills Services)	1	Per Mile	
Not Bidding	No Bid	#7-2	Discount Percentage for Materials As Required (I.e., organic mulch, mulch, etc....)	1	Per Each	
Not Bidding	No Bid	#7-3	Available Additional Vendor Items or Fees Not Specifically Listed	1	Per Each	
Not Bidding	No Bid	#7-4	Available Additional Vendor Items or Fees Not Specifically Listed	1	Per Each	
Not Bidding	No Bid	#7-5	Available Additional Vendor Items of Fees Not Specifically Listed	1	Per Each	
Basket Total						\$ 0.00
Grand Total						\$ 3,945.00

Appendix B – Proposal

Submittal Checklist: (To Assist in Determining Validity of Proposal)

- ✓ Appendix B (pages 2 through 18) must be included in the proposal submittal
- ✓ Appendix C Conflict of Interest Form (page 18) must be included in the proposal submittal.
- ✓ Form 1295 Certificate of Interested Party must be included in the proposal submittal. See Page 2.
- ✓ HB 89, SB 252, SB 13, and SB 19 Acknowledgment. See Page 15.
- ✓ Vendor Equipment List. See Page 8.
- ✓ International Society of Arboriculture (ISA) Certification or Equivalent Submitted. See Page 7.
- ✓ Chemical Applicator License or Equivalent Submitted. See Page 8.

All proposals submitted to the City of Southlake shall include this page with the submitted Proposal	
RFP Number:	RFP2411B200TS240010
Project Title:	Provide Tree Services
Submittal Deadline:	3:00 P.M. (CST), Friday December 27, 2024
Submit Electronically* to: https://southlake.bonfirehub.com/login	
* Requires email account login and password.	
Proposer Information:	
Proposer's Legal Name:	The F.A. Bartlett Tree Expert Company
Address:	1900 Brumlow Avenue
City, State & Zip	Southlake, TX 76092
Federal Employers Identification Number #	06-0254490
Phone Number:	(817) 656-8733
E-Mail Address:	msmith@Bartlett.com
Proposer Authorization	
<p>I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer.</p> <p>Printed Name and Position of Authorized Representative: <u>Matthew Farin, Executive Vice President</u></p> <p>Signature of Authorized Representative: <u><i>Matthew Farin</i></u></p> <p>Signed this <u>19th</u> (day) of <u>December</u> (month), <u>2024</u> (year)</p>	

Appendix B – Proposal (continued)

I. **REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION:**

1. **Proposed Products and/or Services**

- A. **Product or Service Description:** Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the product and/or service proposed in accordance with the required Scope of Services as identified in Appendix A. Promotional literature, brochures, or other technical information may be used.
- B. **Additional Hardware Descriptions:** Proposers should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.
- C. **Guarantees and Warranties:** Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Proposal submitted.
- D. **Project Schedule/Delivery Date:** Proposer must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the RFP. The Proposal must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

2. **Cost of Proposed Products and/or Services**

- A. **Pricing:** Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. **Schedule of Pricing:** Proposer shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

For this procurement the schedule of pricing is not available in hardcopy. You may access it via the online portal (<https://southlake.bonfirehub.com/login>). To submit your schedule of pricing, please download the Bid Table and fill it in accordingly per the sample below.

Item	Type	# Price	Quantity	Unit Price
Geographic Information System	File Type: PDF (1.00)	Multiple	1	1.00
Plant and Equipment List	File Type: PDF (1.00)	Multiple	1	1.00
How Applicable to Item 1?	File Type: Text (1.00)	1	1	1.00
How Applicable to Item 2?	File Type: Text (1.00)	1	1	1.00
How Applicable to Item 3?	File Type: Text (1.00)	1	1	1.00
How Applicable to Item 4?	File Type: Text (1.00)	1	1	1.00
How Applicable to Item 5?	File Type: Text (1.00)	1	1	1.00
How Applicable to Item 6?	File Type: Text (1.00)	1	1	1.00
How Applicable to Item 7?	File Type: Text (1.00)	1	1	1.00
How Applicable to Item 8?	File Type: Text (1.00)	1	1	1.00
How Applicable to Item 9?	File Type: Text (1.00)	1	1	1.00
How Applicable to Item 10?	File Type: Text (1.00)	1	1	1.00
How Applicable to Item 11?	File Type: Text (1.00)	1	1	1.00
How Applicable to Item 12?	File Type: Text (1.00)	1	1	1.00
How Applicable to Item 13?	File Type: Text (1.00)	1	1	1.00
How Applicable to Item 14?	File Type: Text (1.00)	1	1	1.00
How Applicable to Item 15?	File Type: Text (1.00)	1	1	1.00
How Applicable to Item 16?	File Type: Text (1.00)	1	1	1.00
How Applicable to Item 17?	File Type: Text (1.00)	1	1	1.00
How Applicable to Item 18?	File Type: Text (1.00)	1	1	1.00
How Applicable to Item 19?	File Type: Text (1.00)	1	1	1.00
How Applicable to Item 20?	File Type: Text (1.00)	1	1	1.00

For instructions on how to complete Bid Tables, [please refer to this article](#) on Bonfire's Support Website. **Please note:** even if you do not have additional responses, you must download and re-upload the blank document. This is to confirm that you do not require any additional costs. If you have any additional items, please fill out the Additional Responses template accordingly.

3. **Term of Contract and Option to Extend**

Any contract resulting from this RFP shall be effective **for twelve months from date of award.** The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. **Option Clause:** It is agreed that City will have the option to extend the contract for up to four (4) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
- B. **Escalation Clause:** Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

- C. **Price Increases Upon Extension:** If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be four percent (4%) per year. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation.

First Additional Year Escalation Percentage 0 %

Second Additional Year Escalation Percentage 0 %

Third Additional Year Escalation Percentage 0 %

Fourth Additional Year Escalation Percentage 0 %

4. **Proposer's Experience / Staff**

- A. **Project Team:** Identify all members of the Proposer's team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. **Removal or Replacement of Staff:** If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. **Business Establishment:** State the number of years the Proposer's business has been established and operating. If Proposer's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years' experience the business has: 117; and the number of employees: 30.

- D. **Project Related Experience:** All Proposals must include detailed information that details the Proposer's experience and expertise in providing the requested services that demonstrates the Proposer's ability to logically plan and complete the requested project.

5. **References**

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein.

Reference #1:

Client / Company Name: City of Southlake	
Contact Name: Junior	Contact Title: Parks manager
Phone: 817-657-2120	Email: jcamacho@ci.southlake.tx
Date and Scope of Work Provided: Year of 2024 : Pruning, removals, fertilization, plant health care	

Reference #2:

Client / Company Name: City of North Richland Hills	
Contact Name: Tanner	Contact Title: Parks manager
Phone: 817-507-9133	Email: tarwine@nrh.tx.com
Date and Scope of Work Provided: Year of 2024: Pruning, removals, fertilization, plant health care treatments	

Reference #3:

Client / Company Name: City of Fort Worth	
Contact Name: Caesar	Contact Title:
Phone: 817-247-8009	Email:
Date and Scope of Work Provided: 10-16-24 : pruning and removals	

Reference #4:

Client / Company Name: Naturescapes	
Contact Name: Pauline Rouyre	Contact Title: owner
Phone:	Email: prouyre@naturescapesinc.net
Date and Scope of Work Provided: Year of 2024 different locations for pruning, removals, fertilization plant health care treatments	

6. **Trade Secrets and/or Confidential Information**

Trade Secrets and/or Confidential Information: This proposal ____ (does) ☒ (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

7. **Federal, State and/or Local Identification Information**

- A. Centralized Master Bidders List registration number: _____.
- B. Prime contractor HUB / MWBE registration number: _____.
- C. An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: # _____ - _____ - _____.

8. **Emergency Business Services Contact Notice**

During a natural disaster, or homeland security event, there may be a need for the City of Southlake to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to vendors@ci.southlake.tx.us.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Southlake procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: Bartlett Tree Experts

Contract #: _____

Description: _____

Primary Contact (Name): Michael Smith

Primary Contact Phone Numbers: Home: 817-656-8733 Cell: 817-829-1495

Secondary Contact (Name): Cameron Scott

Secondary Contact Phone Numbers: Home: 317-364-5571 Cell: 817-456-8630

After Hours emergency opening fee, if applicable: \$ 0.00

9. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this RFP from the successful Proposer. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Proposer and be responsible for ensuring full compliance with the RFP specifications. Prior to other governmental entities placing orders, the City will notify the successful Proposer of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

☒ **Yes, Others can purchase** ☐ **No, Only the City can purchase**

II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:

1. Delivery of Products and/or Services

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.
- D. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

2. Miscellaneous

- A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Manager. Such consent shall not relieve the assigner of liability in the event of default by the assignee.

- C. **Liens**: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. **Gratuities / Bribes**: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. **Financial Participation**: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. **Required Licenses**: Proposer certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. **Authority to Submit Proposal and Enter Contract**: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- H. **Compliance with Applicable Law**: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- I. **Compliance with HB 89**: Proposer agrees per HB 89 vendor shall not boycott Israel at any time while providing products or services to the City of Southlake.

☒ Yes, we agree ☐ No, we do not agree ☐ N/A

- J. **Compliance with SB 252**: Proposer agrees per SB 252 vendor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of Southlake.

☒ Yes, we agree ☐ No, we do not agree

- K. **Compliance with SB 13**: Proposer agrees per SB 13 vendor does not boycott energy companies as those terms are defined in the Texas Government Code § 809.001, and will not boycott energy companies during the term of any contract with the City of Southlake.

☒ Yes, we agree ☐ No, we do not agree

- L. **Compliance with SB 19**: Proposer agrees per SB 19 vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in the Texas Government Code § 2274.001, and that vendor will not so discriminate during the term of any contract with the City of Southlake.

☒ Yes, we agree ☐ No, we do not agree

3. Financial Responsibility Provisions

- A. **Insurance**: The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, and list the City of Southlake, its officers, and employees as an additional insured, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require:

- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;

- ii. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
 - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.
- B. **Indemnification:** Proposer agrees to defend, indemnify and hold harmless the City, all of its officers, Council members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs and related expenses, arising out of, connected with, or resulting from any acts or omissions of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of this contract without regard to whether such persons are under the direction of City agents or employees.

Appendix C – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Southlake who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. *The Finance Department is required by law to post the statements on the City's website.*

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

The F.A. Bartlett Tree Expert Company

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)**3** Name of local government officer about whom the information is being disclosed.

None

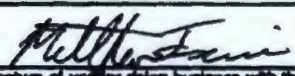
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**7** 
Signature of vendor doing business with the governmental entity

12/19/2024

Date

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.

The F.A. Bartlett Tree Expert Company
Stamford, CT United States

Certificate Number:
2024-1251311

Date Filed:
12/19/2024

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

City of Southlake

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.

RFP2411B200TS240010
Tree Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	Farin, Matthew	Stamford, CT United States	X	
	Ingram, James	Stamford, CT United States	X	
	Donnelly, Carol	Stamford, CT United States	X	

5 Check only if there is NO interested Party.

☐

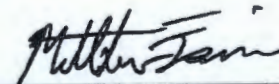
6 UNSWORN DECLARATION

My name is Matthew Farin, and my date of birth is December 30, 1969.

My address is 18 Boggs Hill Rd, Newtown, CT, 06470, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Fairfield County, State of Connecticut, on the 19th day of December, 20 24.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

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.

The F.A. Bartlett Tree Expert Company
Stamford, CT United States

Certificate Number:
2024-1251311

Date Filed:
12/19/2024

Date Acknowledged:

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

City of Southlake

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.

RFP2411B200TS240010
Tree Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	Farin, Matthew	Stamford, CT United States	X	
	Ingram, James	Stamford, CT United States	X	
	Donnelly, Carol	Stamford, CT United States	X	

5 Check only if there is NO interested Party. ☐

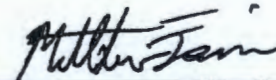
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I declare under penalty of perjury that the foregoing is true and correct.

Executed in Fairfield County, State of Connecticut, on the 19th day of December, 20 24.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Appendix A – Scope of Services

1. **Project Title:** Provide Tree Services

2. **Scope of Services Contact**

Questions about the technical nature of the Scope of Services, etc. may be directed to **TIM SLIFKA**, Phone. 817.748.8312, e-mail: tslifka@ci.southlake.tx.us.

3. **Special Conditions**

The following special conditions shall prevail over areas of conflict in previous pages:

The City of Southlake (Lead Agency) has interlocal agreements with the City of Keller and the City of North Richland Hills and they have expressed an interest in being participating entities in this bid. Vendor MUST check yes in the Cooperative Governmental Purchasing Notice on page fourteen (14) to be considered for award of this bid. Failure to check yes may result in bid rejection.

4. **Proposal Evaluation Factors**

Emphasis	Factor
40%	Vendor Ability to Provide Required Services
35%	Vendor Experience Providing Required Services
20%	Vendor Overall Price for Services
5%	Vendor Past Experience with City(s)

5. **Brand Manufacture Reference**

The City has determined that any manufacturer's brand defined in the Scope of Services meets the City's product and support need. The manufacturer's reference is not intended to be restrictive and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Proposal is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

6. **Key Events Schedule**

Proposal Release Date	December 6, 2024
Deadline for Submittal of Written Questions	December 18, 2024
Sealed Proposals Due to and Opened by City	Shown on First Page of this RFP
Anticipated Committee Evaluation Review Date	February 2025
Anticipated Award Date	February 2025

7. **Scope of Services**

The City of Southlake is seeking a vendor(s) for Arboricultural services to provide tree pruning, tree removal, tree and brush debris removal, stump grinding, roadway right of way clearing, and tree fertilization and pesticide applications. The City of Southlake is issuing this bid as the Lead Agency, in cooperation with the City of Keller and the City of North Richland Hills, whose requirements are incorporated herein. By mutual consent, the successful vendor and the other participating entities may formally establish separate contracts which reference the terms and conditions, and resultant contract. Purchasing limits and authorities may be modified by the participating entities to conform to their own policies, regulations and guidelines.

Proposer MUST check yes in the Cooperative Governmental Purchasing Notice on page fourteen (14) to be considered for award of this bid. Failure to check yes may result in submission rejection. It is estimated the three participating cities will spend approximately \$345,000 annually on these services and products. The City does not guarantee an estimate of annual services rendered. No minimum job may be required by the vendor.

While vendor is performing any and all tree related services for the City of Southlake, they shall comply with the City of Southlake Tree Preservation Ordinance # 585E or current version, and the following conditions shall be met and shall be in compliance with all applicable American National Standard Institute, ANSI A300 Pruning standards, and ANSI Z133.1 Safety standards or revisions.

This contract may be awarded to multiple vendors. The City of Southlake prefers vendors which have under their employ at all times at least one employee who holds an International Society of Arboriculture (ISA) certification and shall ensure this certification is maintained throughout the contract period. Work shall be performed or supervised by an ISA Certified Arborist, when required or requested by Southlake. Certification documentation must be submitted with the proposal. This contract may also be awarded to multiple vendors which are not required to employ a certified arborist. The participating cities each have different requirements for their tree services which may or may not require a company which maintains an arborist on staff. The schedule of pricing will reflect this requirement.

Tree trimming shall be done in such a manner to protect current tree health with all possible regard for future growth and development with particular attention to the following:

No damage shall be done to the cambium layer of tree trunks or parent limbs

Loosening or stripping of bark is not acceptable

Leaving branch stubs is not acceptable

Climbing spikes or irons shall not be used on any tree unless the City has determined the tree must be removed.

Any exceptions must be mutually agreed upon by both parties prior to commencement of each project

Pruning or trimming services around high voltage powerlines are coordinated through the electrical provider and are not part of this contract.

Vendors shall supply and shall be responsible for all required personnel, materials, equipment, traffic control devices, flaggers, signage, safety equipment, debris clean up and haul off, and any TxDOT related lane closure requirements connected with these services. Care should be taken to avoid conflicts with vehicular and pedestrian traffic. Where conflicts are unavoidable, an approved traffic control plan will be required. All vendor travel time should be included in submitted bid pricing. Any deviation to this must be listed in the Schedule of Pricing.

- A. Tree Pruning Services: These services shall include an assortment of practices for hazard reduction and maintenance which shall include, but not be limited to, crown cleaning, crown thinning, crown raising, crown reduction or shaping, visibility pruning, and crown restoration.
- B. Roadway Right of Way Clearing: These services shall include pruning limbs and other woody vegetation to a minimum distance of five (5) linear feet from edge of roadway pavements and to a minimum height of fourteen (14) vertical feet above roadway surface unless otherwise directed by authorized City personnel.
- C. Air Spading Services: These services shall use high-pressure air jet spray(s) to reduce compacted soil beneath and around a tree.
- D. Tree Cabling Services: These services shall be used as/where required to install cables between branches or trunks to support the tree structure and reduce the risk of breakage.
- E. Tree Removal Services: These services shall include removal of predetermined trees of varying diameters in City of Southlake Right of Way, Parks, and other City owned and maintained properties with tree stumps to be left at surrounding ground levels unless otherwise directed by authorized City of Southlake personnel.

- F. Stump Grinding: Per section 12.3 of the City of Southlake Tree Preservation Ordinance 585E all stumps of street and park trees shall be removed below the surface of the ground. These services shall include tree stump grinding regardless of diameter to a minimum of six (6) inches below surrounding ground levels unless otherwise directed by authorized City of Southlake personnel. This shall include any exposed root flare per direction of authorized City of Southlake personnel. Once removed, the stump area should be level to area grade. Grind material may be used to level area. Additional fill material may be required to level area to surrounding grade per individual City requirements.
- G. Fertilization Application Services: Vendor shall provide fertilization programs when requested by the City and all distribution of chemicals shall be within strict accordance with federal, state, county and local laws and regulations.
- H. Chemical Application Services: Vendor shall provide pest control and chemical application services when requested by the City to control pests and diseases as needed. Vendor shall provide a schedule of applications to the City. The vendor providing any chemical application shall have a minimum of one (1) Texas Department of Agriculture (TDA) License holder and all chemical applications shall comply with all TDA, TCEQ, and other jurisdictional regulations. Vendor must submit at least one (1) applicator license with proposal submission. The Vendor shall be responsible for the selection and proper application of insecticides, fungicides, and herbicides. Any property damage resulting from the use of such chemicals shall be the responsibility of the Vendor.
- I. Vendor Response Time: Vendor shall respond, and tree services shall commence within forty-eight (48) hours for emergency tree services after initial notification by City of Southlake personnel. Vendor shall respond and tree services shall commence within seventy-two (72) hours for non-emergency tree services after initial notification by City of Southlake personnel.
- H. Interlocal Agreement: By mutual consent, the successful vendor and the other participating entities may formally establish separate contracts that reference the terms and conditions, and resultant contract. Purchasing limits and authorities may be modified by the participating entities to conform to their own policies, regulations and guidelines.

Under no circumstances would the City of Southlake be involved in the resultant contract between the vendor and the other entities represented herein, other than the City of Southlake cooperative contract being referenced by the other resultant contracts. Each participating entity is responsible for administering their respective contracts, invoices, payments, and other correspondence.

- I. Vendors Equipment: **Vendor must submit with their proposal a list of all vehicles and equipment the vendor shall utilize while providing these services per the Scope of Services.** All vendors' vehicles and equipment shall be marked clearly identifying vendor, maintained in a good, safe, working condition, suitable for their intended purpose and operated by fully qualified and licensed personnel as required.
- J. All vendor employees while working on City property shall wear uniforms to serve as a means of identifying the vendor's employees. All work crews must contain at least one member of the crew which must understand and speak the English language to be able to communicate with City staff.
- K. Work Scheduling and Hours: Standard work hours shall be Monday through Friday from 7:00AM to 5:00 PM. Any other time period, including weekends, must be authorized by the City. Except for emergency situations, no machinery, including chain saws and chippers, is to be used between the hours of 7:00 PM to 7:00 AM.

Success: All values provided	Bid	#4-1	Tree Cabling/Bracing, (2) Man Crew	1	Per Hr	\$ 250.00	na	\$ 250.00
Success: All values provided	Bid	#4-2	Air Spade Services with (2) Man Crew	1	Per Hr	\$ 250.00	na	\$ 250.00
Success: All values provided	Bid	#4-3	Additional Crew Member for Traffic Control, Tree Pruning or Tree Removal Services	1	Per Hr	\$ 105.00	na	\$ 105.00
Not Bidding	No Bid	#4-4	Knuckleboom Truck for Debris Removal with Operator	1	Per Hr			-
Success: All values provided	Bid	#4-5	Bucket Truck with Operator	1	Per Hr	\$ 210.00	na	\$ 210.00
Success: All values provided	Bid	#4-6	Stump Grinding to Include All Stumps Regardless of Diameter, per Scope of Services	1	Per Each	\$ 150.00	na	\$ 150.00
Success: All values provided	Bid	#4-7	Cost Per Hour for Certified Arborist to Consult, Perform and/or Supervise Work as Required or Requested	1	Per Hr	\$ 105.00	na	\$ 105.00
Basket Total	\$ 1,070.00							

Chemical Application - Soil Injection / Foliar. per Scope of Services

Success: All values provided	Bid	#5-1	Chemical Application – Soil Injection / Foliar. Per Inch	1	Per Inch	\$ 15.00	na	\$ 15.00
Success: All values provided	Bid	#5-2	Chemical Application – Soil Injection / Foliar. Per Sq. Ft.	1	Per Sq. Ft.	\$ 0.30	na	\$ 0.30
Success: All values provided	Bid	#5-3	Chemical Application – Soil Injection / Foliar. Per Gallon	1	Per Gallon	\$ 4.00	na	\$ 4.00
Basket Total								\$ 19.30

Fertilization - Soil Injection / Foliar, per Scope of Services

Success: All values provided	Bid	#6-1	Fertilization – Soil Injection / Foliar. Per Inch.	1	Per Inch	\$ 12.00	na	\$ 12.00
Success: All values provided	Bid	#6-2	Fertilization – Soil Injection / Foliar. Per Sq. Ft.	1	Per Sq. Ft.	\$ 0.30	na	\$ 0.30
Success: All values provided	Bid	#6-3	Fertilization – Soil Injection / Foliar. Per Gallon	1	Per Gallon	\$ 4.00	na	\$ 4.00
Basket Total								\$ 16.30

Additional Vendor Fees Not Listed

Not Bidding	No Bid	#7-1	All Travel Charges Should be Included in Rates Listed. If There Are Additional Travel Charges Required, List as a Per Mile Cost. (Not Applicable for Southlake, Keller, and North Richland Hills Services)	1	Per Mile			-
Not Bidding	No Bid	#7-2	Discount Percentage for Materials As Required (i.e., organic mulch, mulch, etc....)	1	Per Each			-
Not Bidding	No Bid	#7-3	Available Additional Vendor Items or Fees Not Specifically Listed	1	Per Each			-
Not Bidding	No Bid	#7-4	Available Additional Vendor Items or Fees Not Specifically Listed	1	Per Each			-
Not Bidding	No Bid	#7-5	Available Additional Vendor Items of Fees Not Specifically Listed	1	Per Each			-
Basket Total								\$ 0.00
Grand Total								\$ 3,940.60