

SERVICE AGREEMENT NO. 5678

Palm Tree Trimming Services

THIS **Palm Tree Trimming Services Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Rolland George Hyatt, Jr. dba Woodstock Tree Surgeons ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Palm Tree Trimming Services in response to Request for Bid/Proposal No. 5678 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

- 1. Scope.** Contractor will provide Palm Tree Trimming Services ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.
- 2. Term.**
 - (A) The term of this Agreement is one year beginning on the date provided in the Notice to Proceed from the Contract Administrator or the City's Procurement Division. The parties may mutually extend the term of this Agreement for up to two additional one-year periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period.
 - (B) At the end of the term of this Agreement or the final Option Period, whichever is applicable, the Agreement may, at the request of the City prior to expiration of the term or final Option Period, continue on a month-to-month term for up to a maximum of six months with compensation at 1/12th of the amount shown in Attachment B. The Contractor may opt out of this continuing month-to-month term period by providing notice to the City not less than 30 days in advance of the expiration of the term or final Option Period, as applicable. During the month-to-month term period, either party may terminate the Agreement upon 30 days' written notice to the other party.
- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$89,200.00, subject to approved extensions and changes. Payment will be made for Services performed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance

with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Invoices must be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi
Attn: Accounts Payable
P.O. Box 9277
Corpus Christi, TX 78469-9277

- 4. Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Liza Nino-Elizalde
Parks & Recreation Dept.
361-826-3026
LizaN@cctexas.com

5. Insurance; Bonds.

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

- 6. Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The

purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.

7. Inspection and Acceptance. City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.

8. Warranty.

(A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.

(B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.

(C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.

9. Quality/Quantity Adjustments. Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.

10. Non-Appropriation. The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

11. Independent Contractor; Release.

(A) Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.

(B) As an independent contractor, the Contractor acknowledges and understands that no workers' compensation insurance shall be obtained by the City covering the Contractor and, further, that he/she is not entitled to participate in any of the City's employee benefit programs nor is his/her spouse and any dependents entitled to participate.

(C) In lieu of the Contractor having workers' compensation coverage for themselves as a sole proprietor/individual person performing the Services for the City, the Contractor agrees to voluntarily execute the "Release of Liability and Covenant Not to Sue" document, a copy of which is attached to this Agreement as Attachment C-1 and the contents of which, as a completed instrument, are incorporated by reference into this Agreement as if fully set out here in its entirety.

12. Subcontractors. In performing the Services, the Contractor will not enter into subcontracts or utilize the services of subcontractors.

13. Amendments. This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.

14. Waiver. No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.

15. Taxes. The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.

16. Notice. Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Parks & Recreation Dept.
Attn: Liza Nino-Elizalde, Contracts/Funds Administrator
400 Mann St., 2nd Floor, Suite 200, Corpus Christi, TX 78401
Phone: 361-826-3026

IF TO CONTRACTOR:

Rolland George Hyatt, Jr., dba Woodstock Tree Surgeons
Attn: Rolland George Hyatt, Jr.
2550 Rodd Field Rd., Corpus Christi, TX 78414
Phone: 361-992-4808
Fax: N/A

17. Contractor shall fully indemnify, hold harmless, and defend the City of Corpus Christi and its officers, employees, and agents (“Indemnitees”) from and against any and all liability, loss, claims, demands, suits, and causes of action of whatever nature, character, or description on account of personal injuries, property loss, or damage, or any other kind of injury, loss, or damage, including all expenses of litigation, court costs, reasonable attorneys’ fees and expert witness fees, which arise or are claimed to arise out of or in connection with a breach of this Agreement or the performance of this Agreement by the Contractor or results from the negligent act, omission, or fault of the Contractor or its employees or agents. Contractor must, at its own expense, investigate all claims and demands, attend to their settlement or other disposition, defend all actions based thereon with counsel satisfactory to the City Attorney, and pay all reasonable charges of attorneys and all other costs and expenses of any kind arising or resulting from any said liability, damage, loss, claims, demands, suits, or actions. The indemnification obligations of Contractor under this section shall survive the expiration or earlier termination of this Agreement.

18. Termination.

(A) The City may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The City must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City may terminate this Agreement immediately thereafter.

(B) Alternatively, the City may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

19. Owner’s Manual and Preventative Maintenance. Reserved; N/A.

- 20. Limitation of Liability.** The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential or special damages.
- 21. Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.
- 22. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
- 23. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
- A. this Agreement (excluding attachments and exhibits);
 - B. its attachments;
 - C. the bid solicitation document including any addenda (Exhibit 1); then,
 - D. the Contractor's bid response (Exhibit 2).
- 24. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 25. Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such forum and venue for such disputes is the appropriate district or county court in Nueces County, Texas.
- 26. Public Information Act Requirements.** Reserved; N/A.
- 27. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

ATTACHMENT A: SCOPE OF WORK

General Requirements/Background Information

The Contractor shall provide Palm Tree Trimming as outlined in this Scope of Work and in accordance with ANSI A300.

Scope of Work

- A. The Contractor shall trim all palm trees listed in Exhibit A. All groups in Cycle 1 require one trimming per year and Cycle 2 refers to those groups requiring a second trimming per year.
- B. The Contractor shall maintain all trees in a healthy, vigorous growing condition, free from disease and large concentrations of pests.
- C. The Contractor shall discard all palm tree trimmings off-site using a legal method.
- D. The Contractor shall sterilize the cutting blades on pruning shears, clippers, blades, saws, etc. after pruning each tree to minimize the possibility of spreading disease. When pruning trees known or suspected to be diseased, cutting blades shall be sterilized after each cut. Sterilize blades by dipping them in a solution of one part bleach and nine parts water or heavily spray them with a disinfectant spray, such as Lysol. After dipping or spraying, wait 20 seconds before using again.

Work Site and Conditions

- A. The work shall be performed at locations throughout the City as defined by group and months. See Exhibit A for groups and locations.
- B. Contractor shall supply the City with a work schedule to indicate the normal starting and completion times for its operations. The Contractor shall prune trees only in appropriate months and in accordance with ANSI A300. Changes to such work schedules must be approved by the City.
- C. The City has the right to modify service months for each group as deemed necessary.
- D. Work Hours: The Contractor will confine all operations to daylight hours, Monday through Friday, unless one of the days is a City designated holiday. Saturday and Sunday trimming will require approval from the Contractor Administrator to ensure there is no interference with activities, rentals, or special events.
- E. Non-Work Hours: The Contractor may not store any equipment or tools on any site. After completion of work at any site, the Contractor must remove all equipment, supplies, and materials from that site.
- F. For Ozone Warning Days the following restrictions apply:

- a. No use of chainsaws, pole saws, motor scooters, and other small engines will be allowed.
- b. Diesel powered trimming equipment will be allowed to operate on the second day of back-to-back Ozone Action Days if equipment is labeled stating the type of fuel used and the Contractor has made contact with the Contract Administrator, or designee and received permission to proceed with work order.
- c. Equipment using reformulated gas will be allowed to operate on the third day of back-to-back Ozone Action Days if equipment is labeled stating the type of fuel used and the Contractor has made contact with the Contract Administrator, or designee and received permission to proceed with work order.

Traffic Control

The Contractor shall follow all traffic regulations in accordance with the current version of the Texas Manual on Uniform Traffic Control Devices. Signs, sign stands, safety flags, and all other safety materials, devices and safety vests are required to protect the tree trimmers and the traveling public.

Equipment

- A. All tree maintenance equipment must have safety devices which conform to manufacturer's standards and all applicable OSHA regulations to prevent damage to property. All equipment shall be kept in good operating condition and shall be maintained to provide a clean sharp cut of vegetation at all times. All equipment shall be approved by the Contract Administrator.
- B. Should the Contractor's equipment require service while at any location, the Contractor must notify the Contract Administrator or designee. The Contractor shall not permit any oil, grease, or lubricants to spill onto or to contaminate the soil. The Contractor shall be responsible for any clean up and disposal of contaminated soil in accordance with all Applicable City, State, and Federal Regulations.

Hauling and Disposing

The Contractor shall cover their trail and all debris while transporting to dispose. All material shall be disposed of properly at the Contractor's expense.

Safety Requirements

- A. Public Safety and Convenience: The safety of the public and the convenience of traffic shall be regarded as prime importance. All portions of streets shall be kept open to traffic. The Contractor shall coordinate all Work with the Contract Administrator and shall place warning signs in accordance with the current version of the Texas Manual on Uniform Traffic Control Devices. Signs, sign stands, safety flags, and all other safety materials or devices as well as safety vests will be required to protect the

trimmers and the traveling public and will be furnished by the Contractor. The Contractor will be responsible for the maintenance or replacement of these items as necessary. If at any time work is in progress, the traffic control devices do not accomplish the intended purpose due to weather or other conditions affecting the safe handling of traffic, the Contractor shall immediately make necessary changes there to correct the unsatisfactory conditions. These provisions for directing traffic will not be paid for directly but shall be subsidiary to the various bid items of this contract.

- B. The awarded Contractor and all related employees shall attend an orientation prior to beginning services at the following address:

5352 Ayer St. Bldg. 4
Corpus Christi, Texas 78415

Security and Protection of Property

- A. Security Requirements:

- a. The Contractor shall maintain and abide by the security measures at all locations including locking gates when leaving the sites.
- b. The Contractor shall not enter the buildings at any location for any reason without receiving prior approval from the Contract Administrator.

- B. Protection of Property:

- a. The Contractor shall take proper measures to protect all property which might be damaged by Contractor's work hereunder, and in case of any damage resulting from any act or omission on the part of or on behalf of the Contractor, shall restore at their own expense the damaged property to a condition similar or equal to that existing before such damage was done, or they shall make good such damage in all acceptable manner.
- b. All damages which are not repaired or compensated for by the Contractor will be repaired or compensated for by the City forces at the Contractor's expense. All expenses charged by the City for repair work or compensation shall be deducted from any monies owed to the Contractor.

Notifications and Inspections

- A. Each Monday morning prior to 8:00am, the Contractor shall email the assigned Contract Administrator the work location list and schedule for the week. No work shall be done without proper, prior notification.
- B. When a location is completed, the Contractor shall email the assigned City Inspector. The Inspector shall inspect the site and either approve the work or advise the Contractor of any discrepancies. The Contractor shall take proper action to correct any discrepancies within one working day. The Contract Administrator shall then make another inspection and if the

discrepancies have not been corrected, the Contractor will be notified, and a \$25 re-inspection fee will be charged for a third inspection. At that time, the Contractor shall have one working day to complete the work. If the discrepancies still have not been corrected, the Contractor will be notified to correct the discrepancies and a \$25 fee will be charged for each additional inspection necessary until discrepancies have been corrected. The City shall deduct the inspection fee from the payment to be made to the Contractor for that cycle of maintenance.

- C. The City shall have the right at all times to examine the supplies, materials, and equipment used by the Contractor, its agents, and employees.
- D. Work Crew Supervision: The Contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be authorized by the Contractor to accept and act upon all directives issued by the City and Contract Administrator. Failure of the supervisor to act on said directives shall be sufficient cause to give notice that the Contractor is in default of the contract unless such directives create potential personal injury or safety hazards.
- E. A 15% fee will be due for work not conforming to ANSI Palm Tree Trimming standards in all areas.
- F. The Contractor shall replace any palm trees found to be dead due to improper trimming with plant material of identical species at the Contractor's expense. Replacement trees shall be equal in size to the originally installed tree at the time it was planted at the site. In no case shall replacement trees be less than #24 box size as defined by the American Nursery Association.
- G. Replacement trees shall be approved for size and appearance by the City prior to planting. Replacement trees shall be double staked with two inches (5 cm) diameter stakes unless otherwise approved by the City. Place six slow-release fertilizer tablets in backfill material, evenly spaced around root ball, but not touching the root ball. Remove tree stakes from trees when the trunks are larger than two inches (5 cm) caliper and the trees are able to support themselves. Remove stakes from site and dispose of by a legal method. Recycle used stakes if possible.
- H. In locations where irrigation is not installed tree bags will be used on newly planted trees for a time period of 2 years for establishment. Trees with smaller calipers will be hand water for a time period of 2 years for establishment.
- I. The Contractor shall be responsible for the replacement of any plantings that may be damaged due to improper performance of designated maintenance activities. In such a case, the Contract Administrator or designee shall specify when replacement is to be made. If the Contractor fails to replace the plantings according to instruction of the Contract Administrator, the Contractor agrees that the City may replace and reduce the Contractor payment by the amount of cost of replacement planting.

Contractor Quality Control and Superintendence

The Contractor shall establish and maintain a complete Quality Control Program that is acceptable to the Contract Administrator to assure that the requirements of the Contract are provided as specified. The Contractor will also provide supervision of the work to insure it complies with the contract requirements.

EXHIBIT A

| Location and Palm Tree Count | | | | | |
|---|---|--------------------------|--------------|--------------------------|--------------|
| Palm Trees cut once per year - Cycle 1 | | | | | |
| Palm Trees cut twice per year - Cycle 2 | | | | | |
| Group and Location | | Trimming to be completed | No. of Palms | Trimming to be completed | No. of Palms |
| Group 1 - Serviced Once A Year | | | | | |
| A | Billish Park | May - Jun | 72 | | |
| B | Doudon | May - Jun | 36 | | |
| C | Ulberg | May - Jun | 11 | | |
| D | Aquarius | May - Jun | 5 | | |
| E | Commodore | May - Jun | 9 | | |
| F | Packery Channel | May - Jun | 1 | | |
| G | Windward Parking Lot | May - Jun | 4 | | |
| | | | 138 | | |
| Group 2 - Serviced Twice A year | | | | | |
| | | 1st Round | | 2nd Round | |
| A | Ocean Drive (Kinney St. -Louisiana Ave) | Mar - Apr | 120 | Aug-Sept | 120 |
| B | Shoreline (I-37-Lomax St.) | Mar - Apr | 91 | Aug-Sept | 91 |
| C | Cole Park | Mar - Apr | 95 | Aug-Sept | 95 |
| D | Oleander Point | Mar - Apr | 49 | Aug-Sept | 49 |
| | | | 355 | | 355 |
| Group 3 - Serviced Twice A year | | | | | |
| | | 1st Round | | 2nd Round | |
| A | Poenish | Mar - Apr | 11 | Aug-Sept | 11 |
| B | Ropes | Mar - Apr | 14 | Aug-Sept | 14 |
| C | Palmetto | Mar - Apr | 13 | Aug-Sept | 13 |
| D | Swantner | Mar - Apr | 18 | Aug-Sept | 18 |
| E | South Shore Place | Mar - Apr | 12 | Aug-Sept | 12 |
| F | Doddridge | Mar - Apr | 5 | Aug-Sept | 5 |
| G | Retama Library | Mar - Apr | 9 | Aug-Sept | 9 |
| H | City Hall | Mar - Apr | 8 | Aug-Sept | 8 |
| | | | 90 | | 90 |
| Group 4 - Serviced Twice A year | | | | | |
| | | 1st Round | | 2nd Round | |
| A | CC Museum | Mar - Apr | 28 | Aug-Sept | 28 |
| B | Harbor Playhouse | Mar - Apr | 22 | Aug-Sept | 22 |
| C | Asian Art Center/Visitor Center | Mar - Apr | 16 | Aug-Sept | 16 |
| D | Art Museum | Mar - Apr | 2 | Aug-Sept | 2 |
| E | Water Garden | Mar - Apr | 10 | Aug-Sept | 10 |
| F | Bay Front Fountain Park | Mar - Apr | 234 | Aug-Sept | 234 |
| | | | 312 | | 312 |
| | | | | | |

| Group 5 - Serviced Twice A year | | 1st Round | | 2nd Round | |
|--|-----------------------|-------------|------------|-----------|------------|
| A | Sister City | Mar - Apr | 122 | Aug-Sept | 122 |
| B | Lot 10 | Mar - Apr | 6 | Aug-Sept | 6 |
| C | Lot 5 | Mar - Apr | 13 | Aug-Sept | 13 |
| | | | 141 | | 141 |
| Group 6 - Serviced Once A Year | | 1st Round | | | |
| A | Lawrence T-Head | Mar - Apr | 38 | | |
| B | People T-Head | Mar - Apr | 66 | | |
| C | Upper Broadway | Mar - Apr | 48 | | |
| D | Cooper's Alley | Mar - Apr | 8 | | |
| E | Artesian Park | Mar - Apr | 7 | | |
| | | | 167 | | |
| Group 7 - Serviced Twice A year | | 1st Round | | 2nd Round | |
| A | Emeral Beach | Mar - Apr | 1 | Aug-Sept | 1 |
| B | Sherill | Mar - Apr | 62 | Aug-Sept | 62 |
| C | Old City Hall | Mar - Apr | 110 | Aug-Sept | 110 |
| D | McCaughan | Mar - Apr | 154 | Aug-Sept | 154 |
| E | Art Center | Mar - Apr | 4 | Aug-Sept | 4 |
| | | | 331 | | 331 |
| Group 8 North Beach - Serviced Twice A year | | 1st Round | | 2nd Round | |
| A | Burleson Parking Lot | April - May | 3 | Aug-Sept | 3 |
| B | Central Restrooms | April - May | 4 | Aug-Sept | 4 |
| C | Dolphin Park | April - May | 1 | Aug-Sept | 1 |
| D | Kiwanis Park | April - May | 5 | Aug-Sept | 5 |
| E | Lexington Parking Lot | April - May | 14 | Aug-Sept | 14 |
| F | Timon Blvd Medians | April - May | 14 | Aug-Sept | 14 |
| | | | 41 | | 41 |
| Group 9 - Serviced Once A Year | | 1st Round | | | |
| A | Block 11 | May - Jun | 1 | | |
| B | Block 12 | May - Jun | 4 | | |
| C | Block 15 | May - Jun | 11 | | |
| D | Block 16 | May - Jun | 5 | | |
| E | Block 17 | May - Jun | 3 | | |
| F | Block 18 | May - Jun | 5 | | |
| G | Block 19 | May - Jun | 11 | | |
| H | Block 20 | May - Jun | 7 | | |
| I | Block 22 | May - Jun | 10 | | |
| J | Block 23 | May - Jun | 8 | | |
| K | Block 24 | May - Jun | 8 | | |
| L | Block 25 | May - Jun | 3 | | |
| M | Block 26 | May - Jun | 9 | | |

| | | | | | |
|--|--------------------|-----------|------------|--|--|
| N | Block 27 | May - Jun | 9 | | |
| O | Block 28 | May - Jun | 7 | | |
| P | Block 29 | May - Jun | 5 | | |
| Q | Block 31 | May - Jun | 1 | | |
| R | Block 32 | May - Jun | 1 | | |
| S | Block 33 | May - Jun | 1 | | |
| T | Block 34 | May - Jun | 1 | | |
| U | Block 36 | May - Jun | 1 | | |
| V | Block 37 | May - Jun | 3 | | |
| W | Block 38 | May - Jun | 1 | | |
| X | Block 42 | May - Jun | 3 | | |
| Y | Block 43 | May - Jun | 2 | | |
| Z | Block 46 | May - Jun | 7 | | |
| Aa | Block 47 | May - Jun | 8 | | |
| Ab | Block 48 | May - Jun | 2 | | |
| Ac | Block 49 | May - Jun | 2 | | |
| | | | 139 | | |
| Group 10 - Serviced Once A Year | | 1st Round | | | |
| A | West Guth | Jun-July | 1 | | |
| B | Tom Graham | Jun-July | 3 | | |
| C | Chiquito | Jun-July | 1 | | |
| D | Dr. H. J. Williams | Jun-July | 1 | | |
| E | Park & Rec Annex | Jun-July | 2 | | |
| F | Oveal Williams Sr. | Jun-July | 11 | | |
| G | South Bluff | Jun-July | 10 | | |
| | | | 29 | | |
| Group 11 - Serviced Once A Year | | 1st Round | | | |
| A | Louisiana Parkway | Jun-July | 3 | | |
| B | Lindale | Jun-July | 12 | | |
| C | Collier | Jun-July | 4 | | |
| D | San Diego | Jun-July | 4 | | |
| E | Health Complex | Jun-July | 17 | | |
| F | John Jones | Jun-July | 4 | | |
| G | Moody | Jun-July | 6 | | |
| | | | 50 | | |
| Group 12 - Serviced Once A Year | | 1st Round | | | |
| A | Garden Sr. Center | Jun-July | 2 | | |
| B | Cullen | Jun-July | 3 | | |
| C | South Pope | Jun-July | 4 | | |
| D | Neyland Library | Jun-July | 9 | | |
| E | Malibu | Jun-July | 5 | | |
| F | Stonegate | Jun-July | 5 | | |

| | | | | | |
|--|---------------------------|-----------|-----------|--|--|
| G | St. Andrews | Jun-July | 13 | | |
| | | | 41 | | |
| Group 13 - Serviced Once A Year | | 1st Round | | | |
| A | South Bay | Jun-July | 12 | | |
| B | Paul Jones Sports Complex | Jun-July | 7 | | |
| C | South Seas | Jun-July | 6 | | |
| D | Waldron | Jun-July | 7 | | |
| E | Parker | Jun-July | 5 | | |
| F | Breckenridge | Jun-July | 4 | | |
| G | Cimarron | Jun-July | 7 | | |
| H | Crossgate | Jun-July | 3 | | |
| I | Bill Witt | Jun-July | 3 | | |
| | | | 54 | | |
| Group 14 - Serviced Once A Year | | 1st Round | | | |
| A | HEB Tennis Center | Jun-July | 27 | | |

| | |
|-----------------------------|------|
| Total 1st Round | 1915 |
| Total 2nd Round | 1270 |
| Total Serviced for the year | 3185 |

Palm Tree Services Maps

Group 1A-Billish Park



Group 1B-Doudon Park



Group 1C-Ulberg Park



Group 1D-Aquarius Park



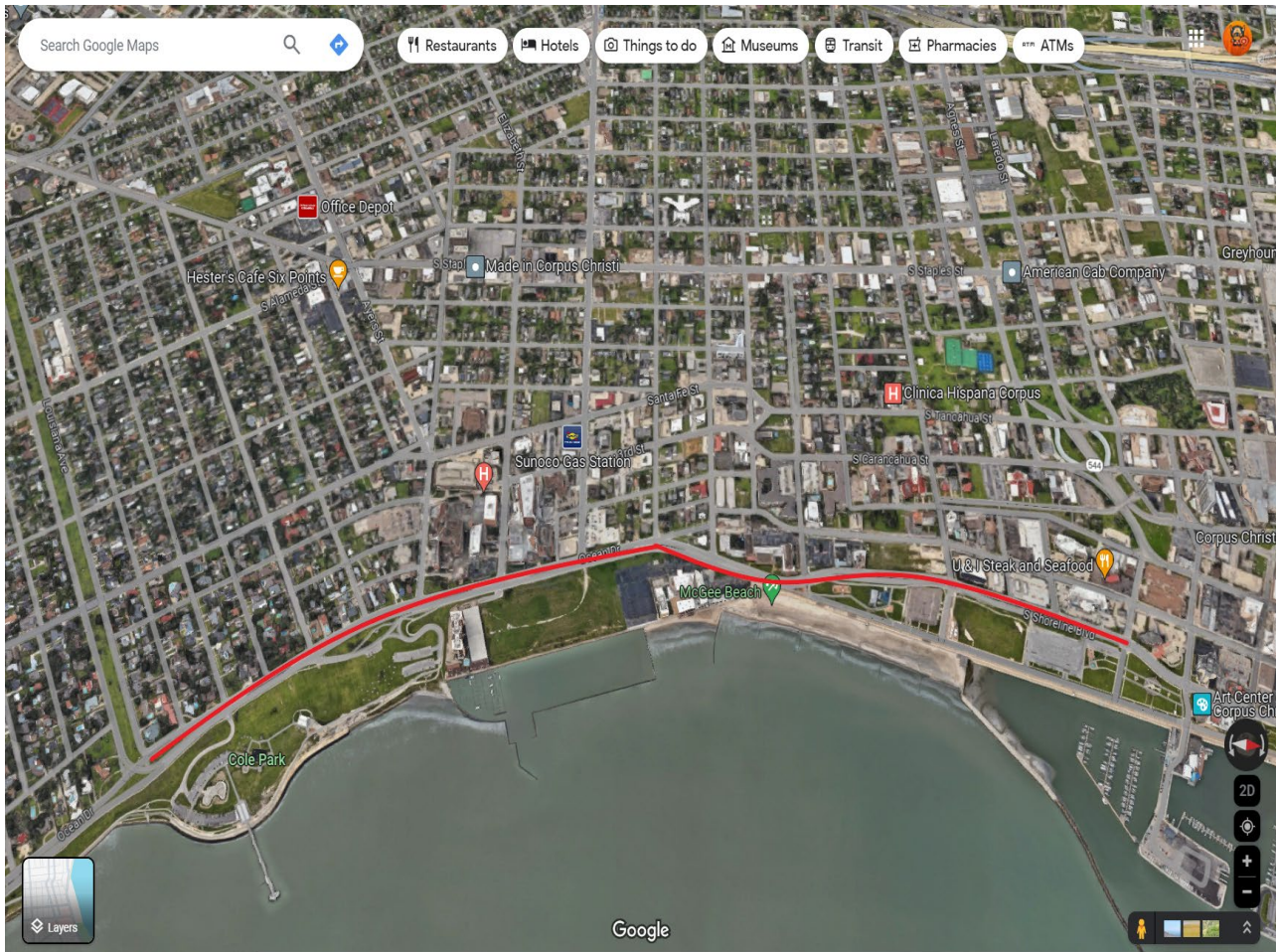
Group 1E-Commodore Park



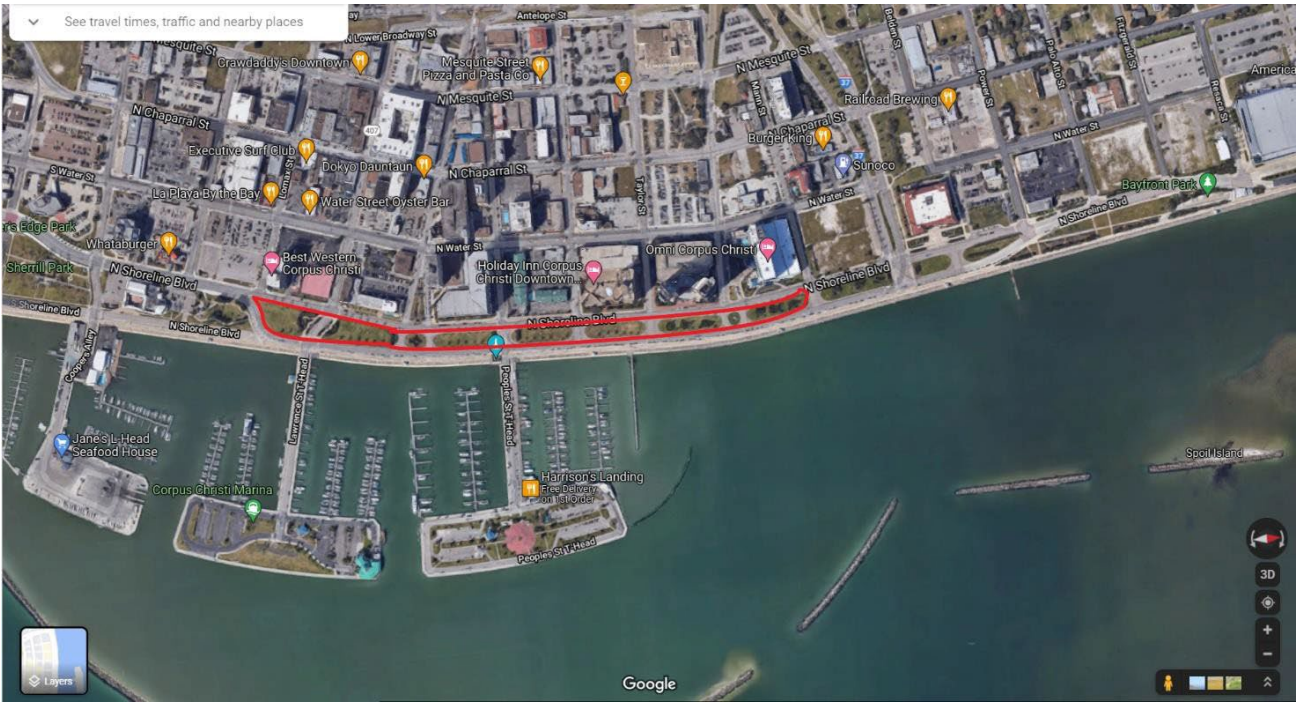
Group 1F-Packery Channel



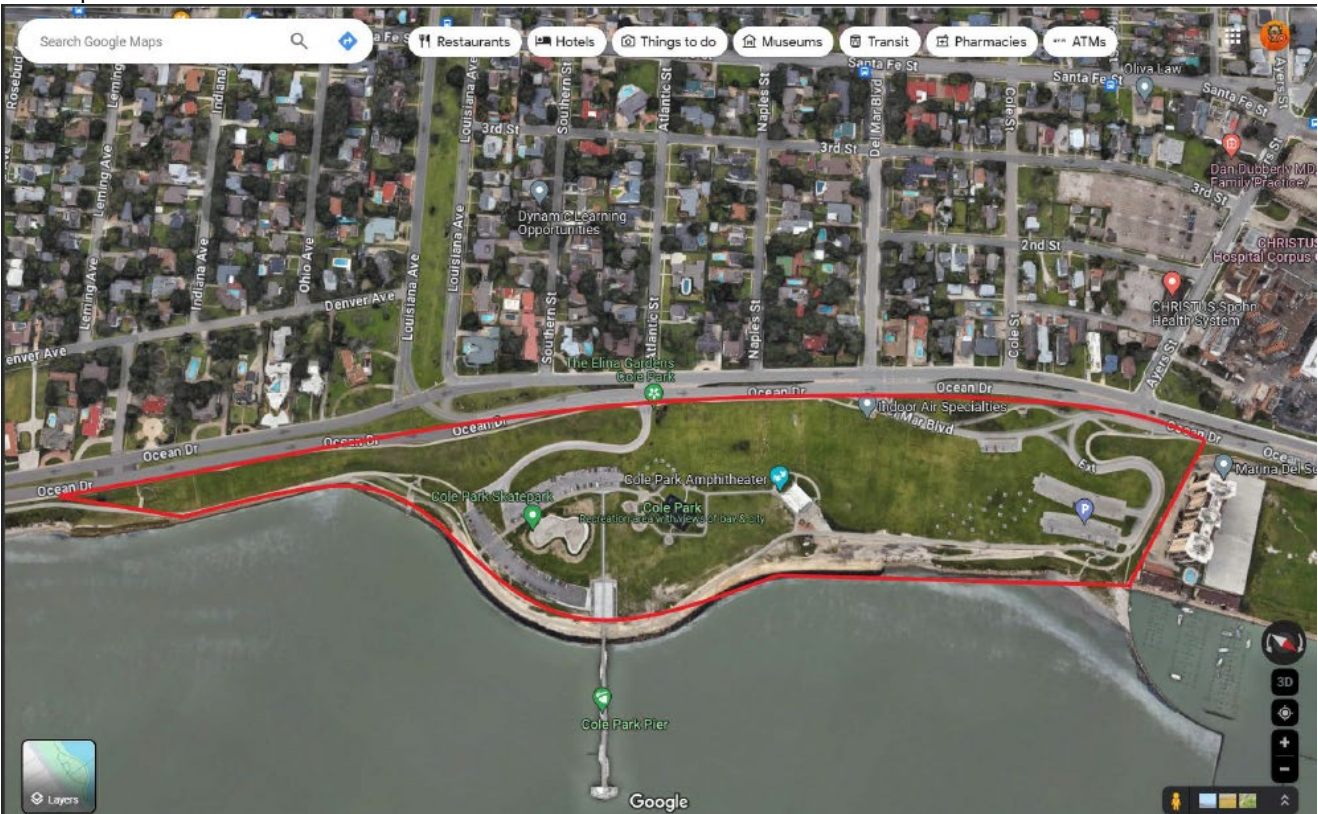
Group 2A-Ocean Drive (Kinney St. – Louisiana Ave.)



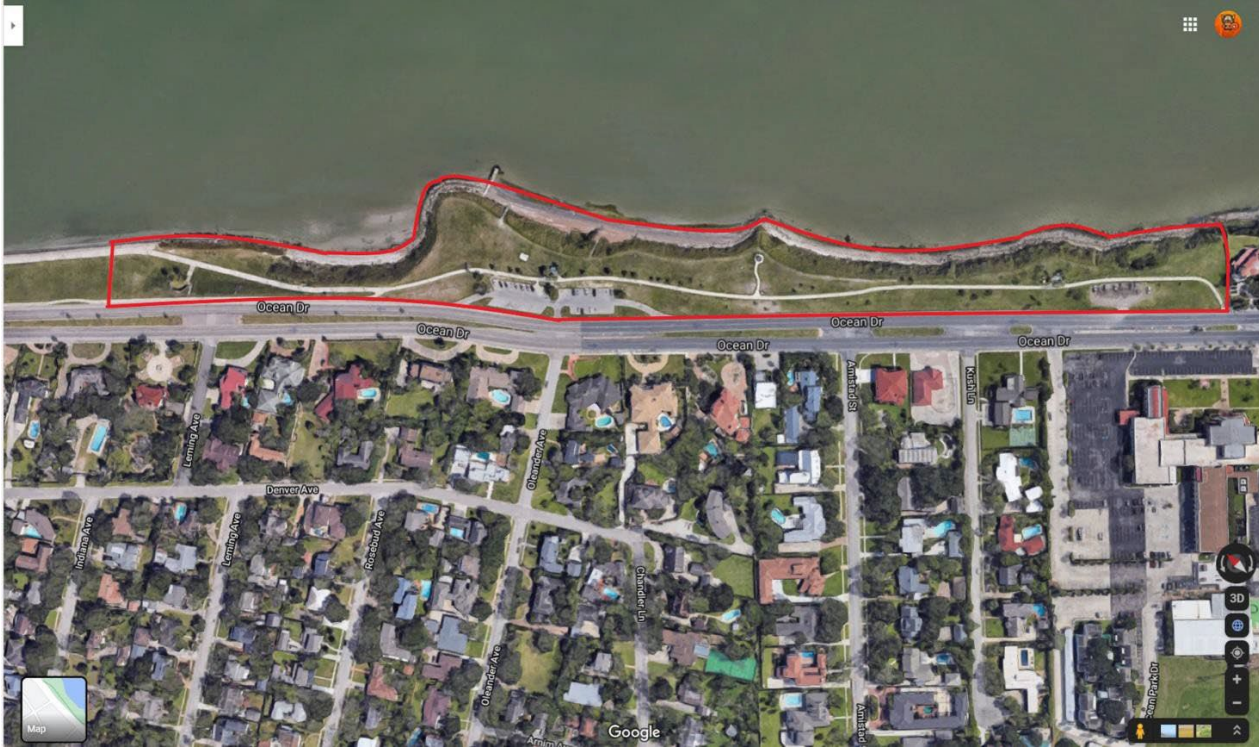
Group 2B-Shoreline (Art Center – I-37)



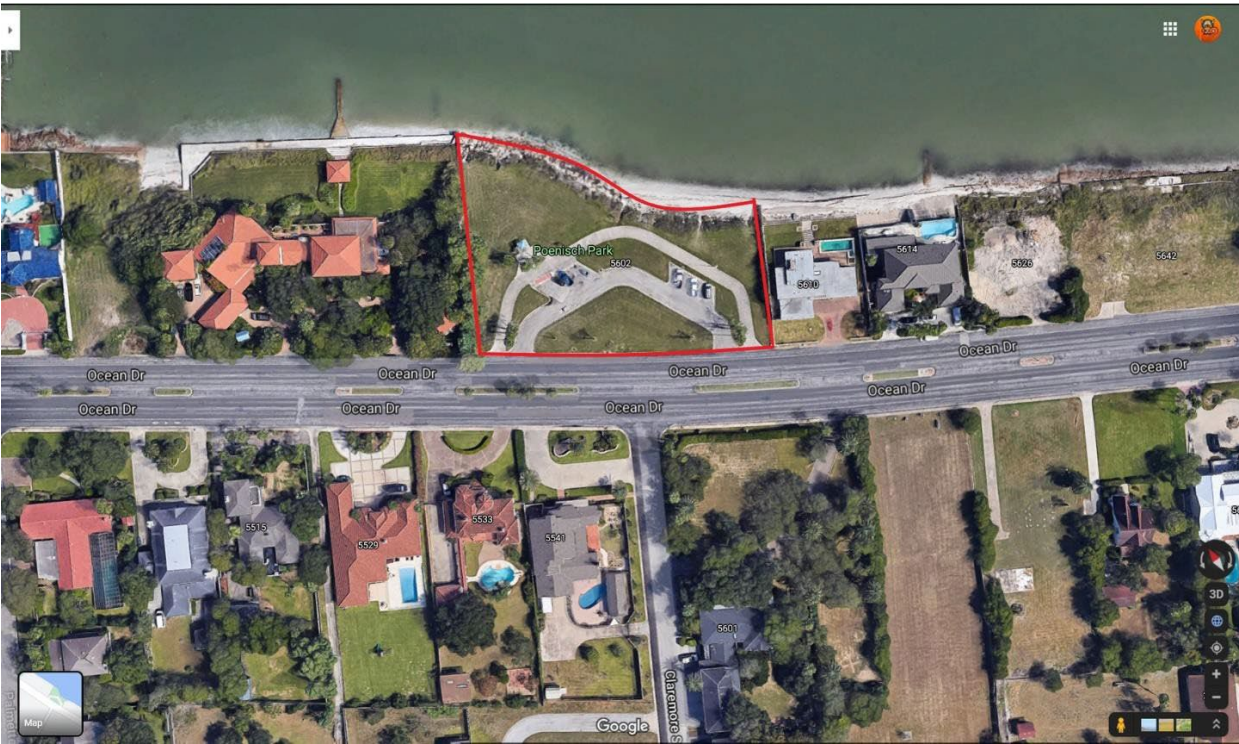
Group 2C-Cole Park



Group 2D-Oleander Point



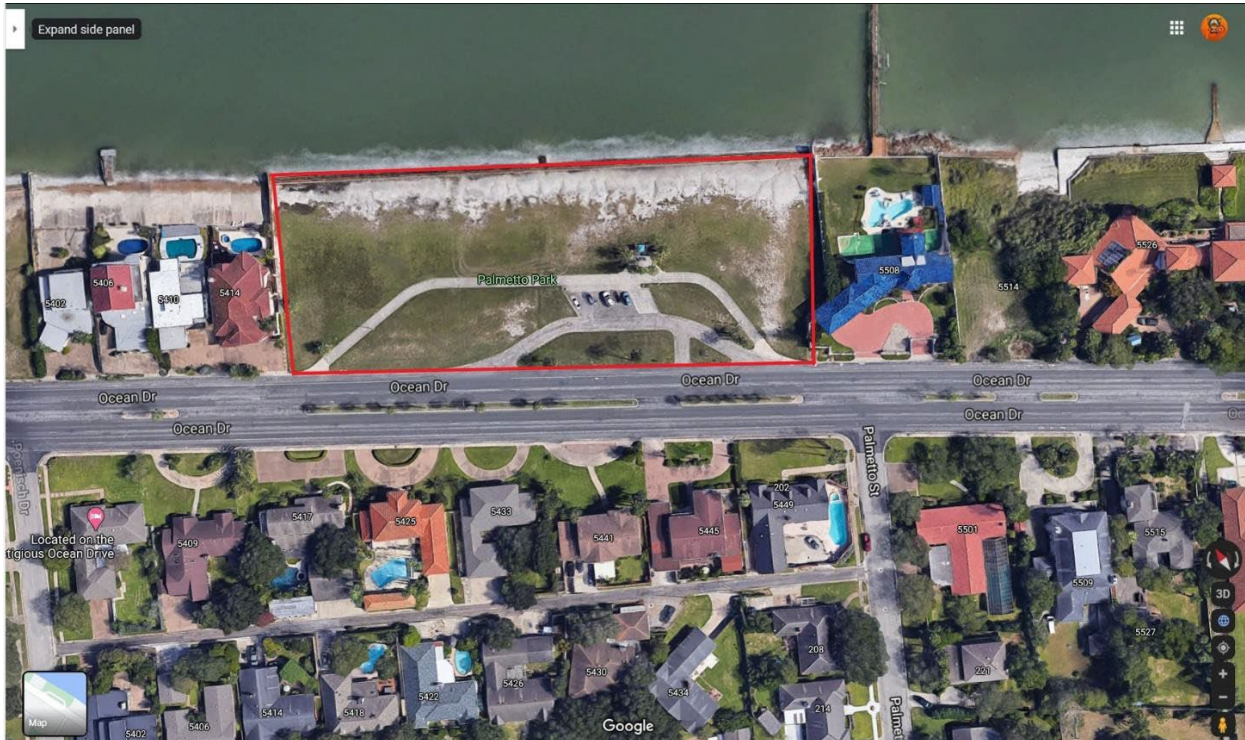
Group 3A-Poensh Park



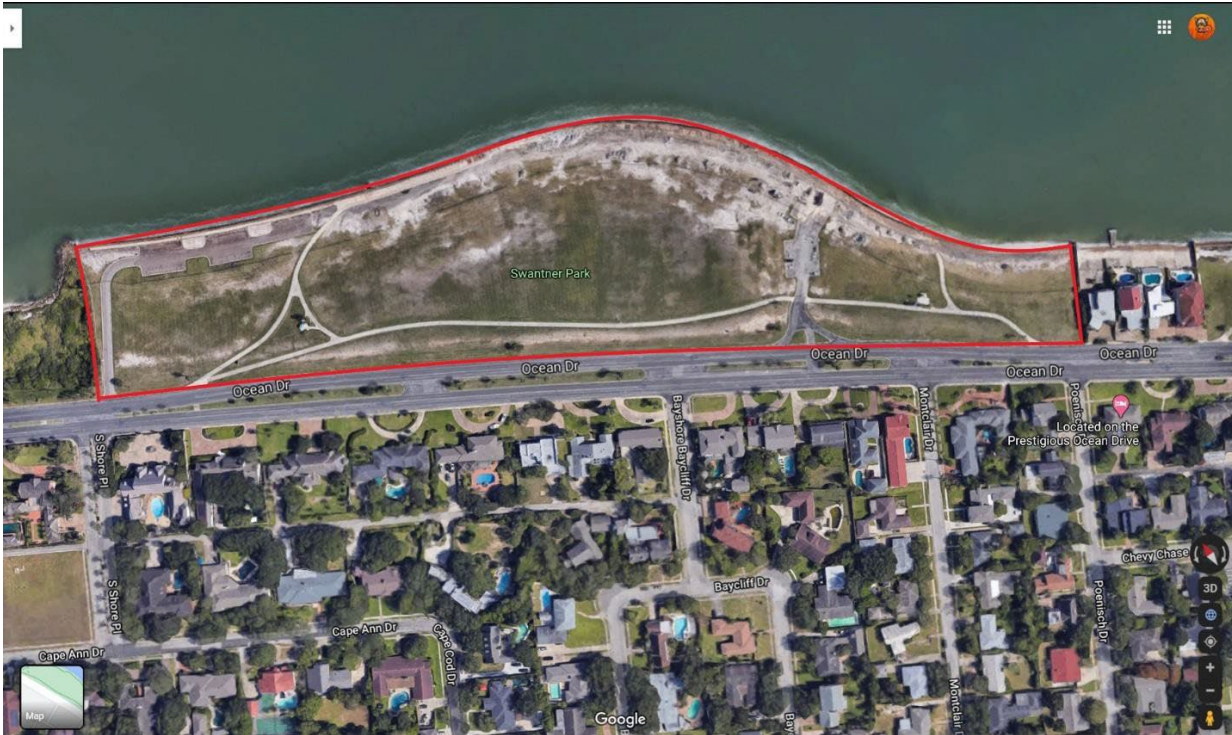
Group 3B-Ropes Park



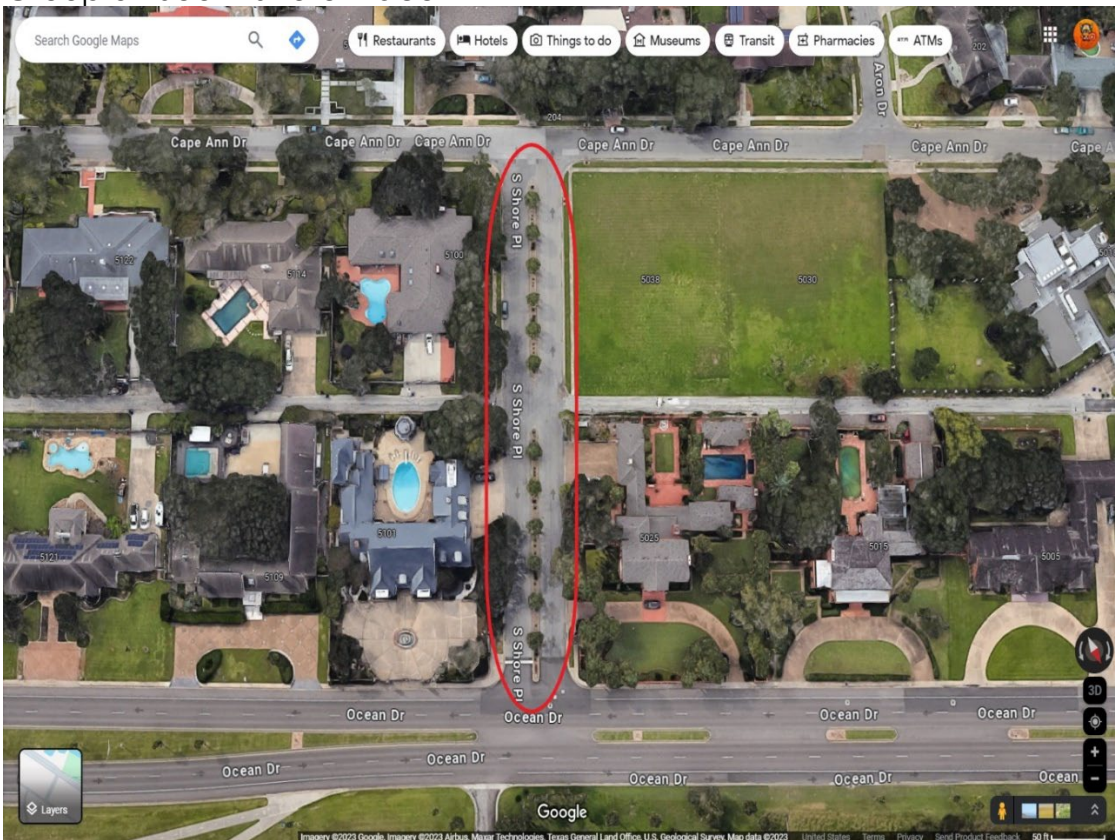
Group 3C-Palmetto Park



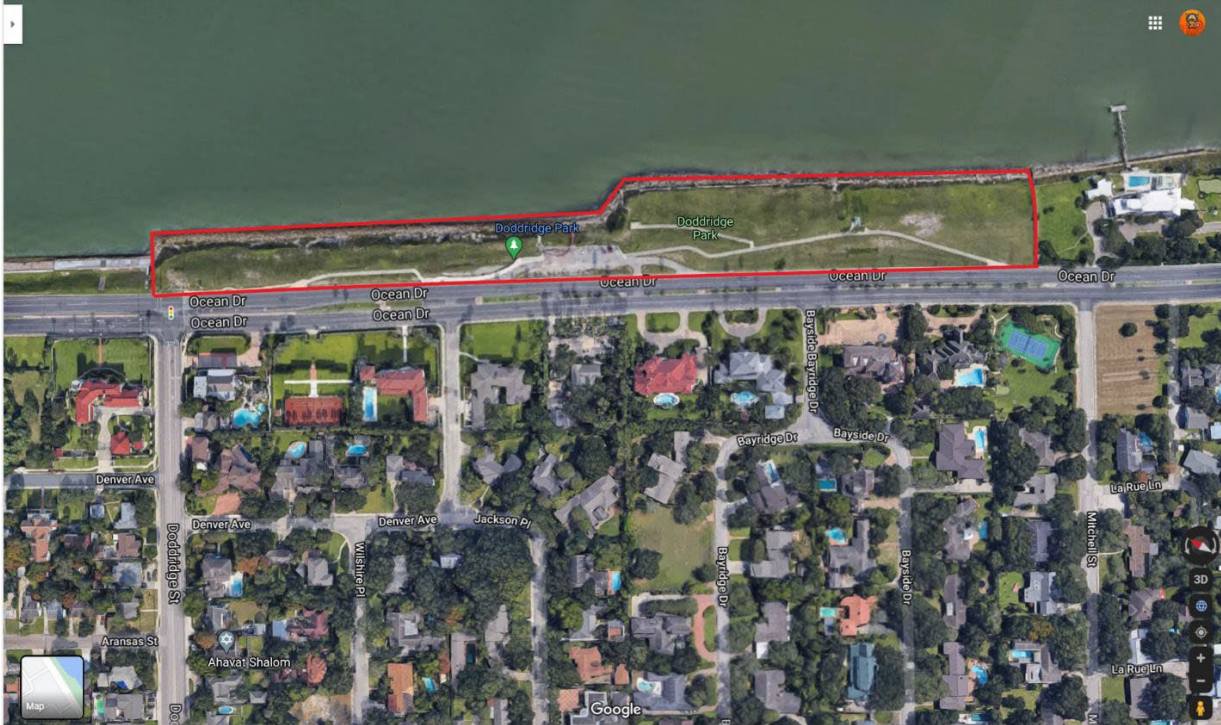
Group 3D-Swanter Park



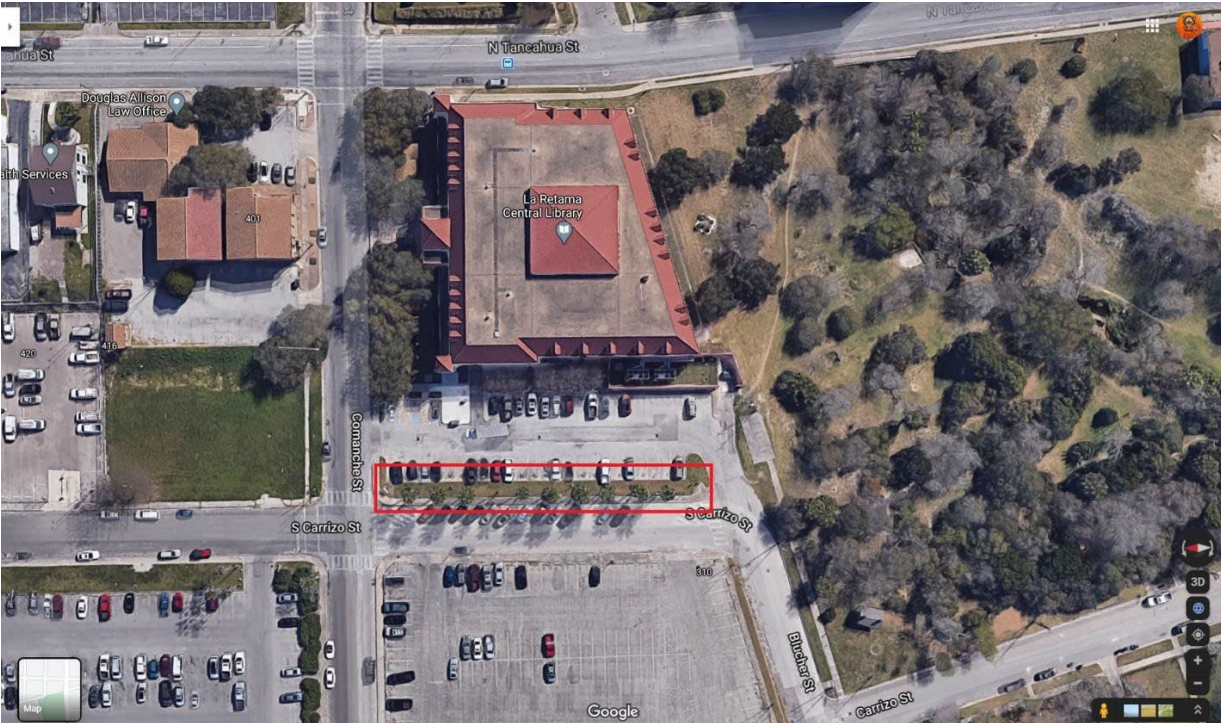
Group 3E-South Shore Place



Group 3F-Doddridge Park



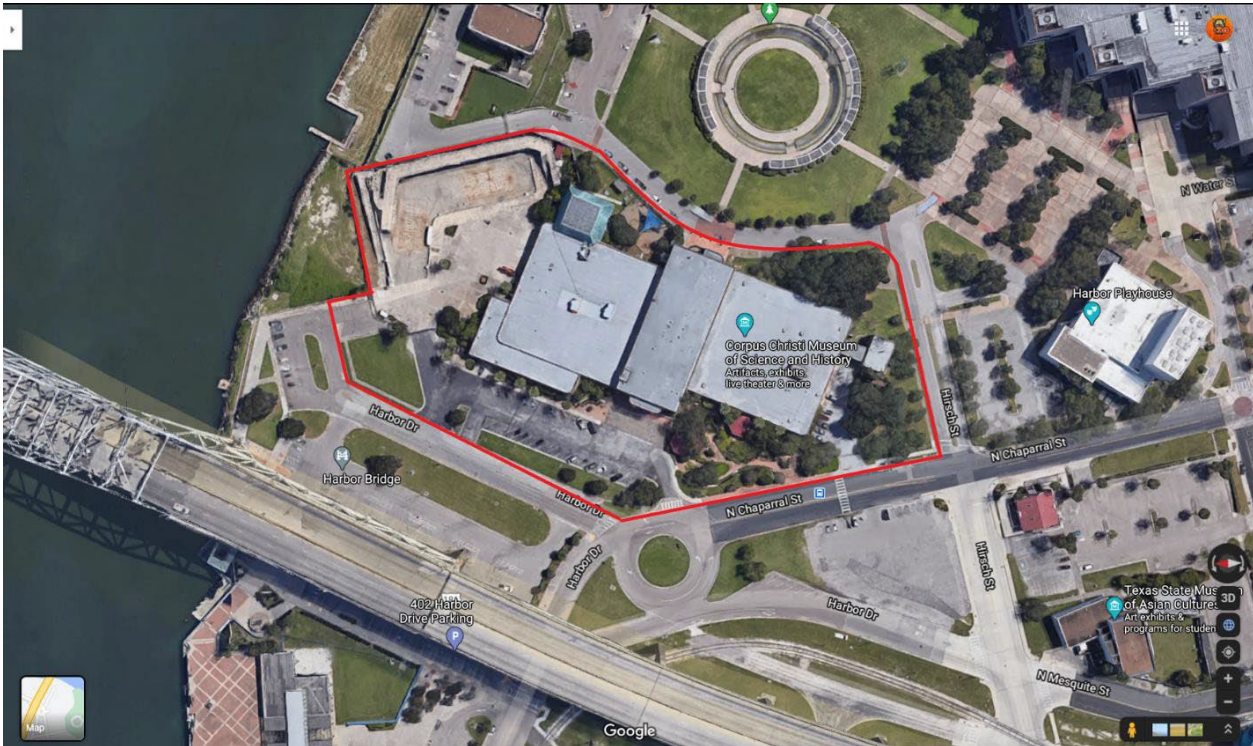
Group 3G-Retama Library



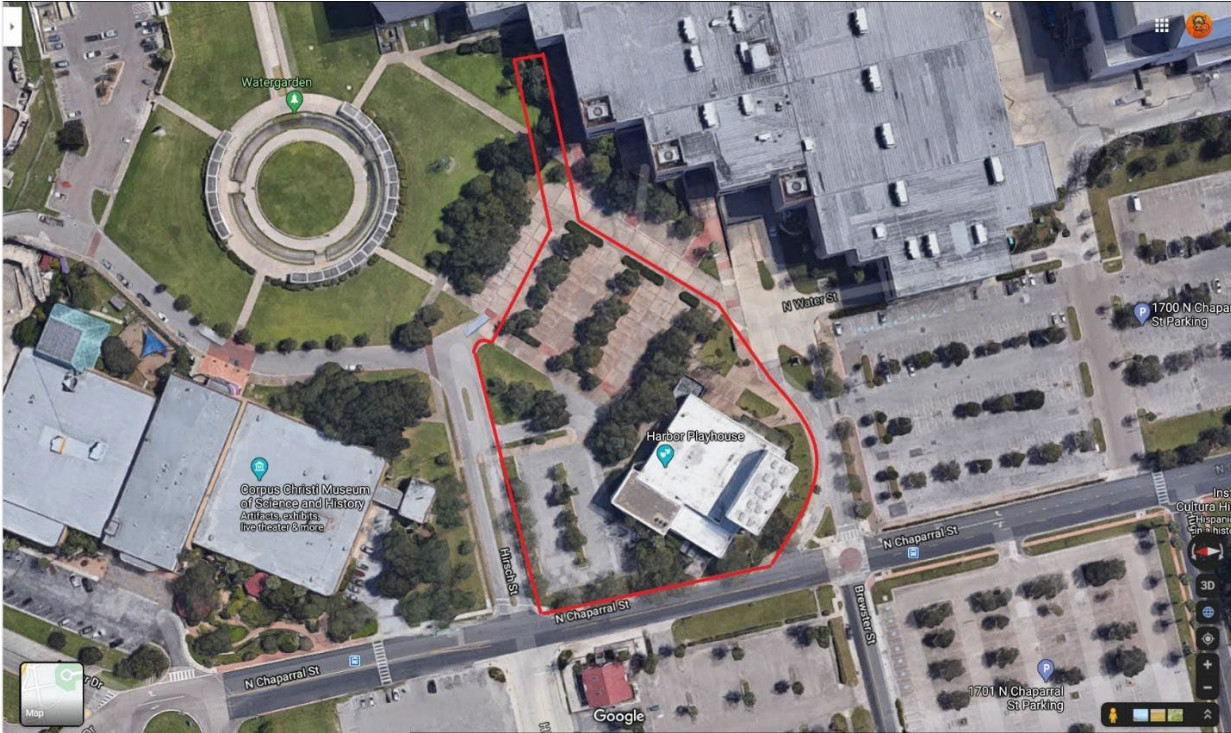
Group 3H-City Hall



Group 4A-Corpus Christi Museum



Group 4B-Harbor Playhouse



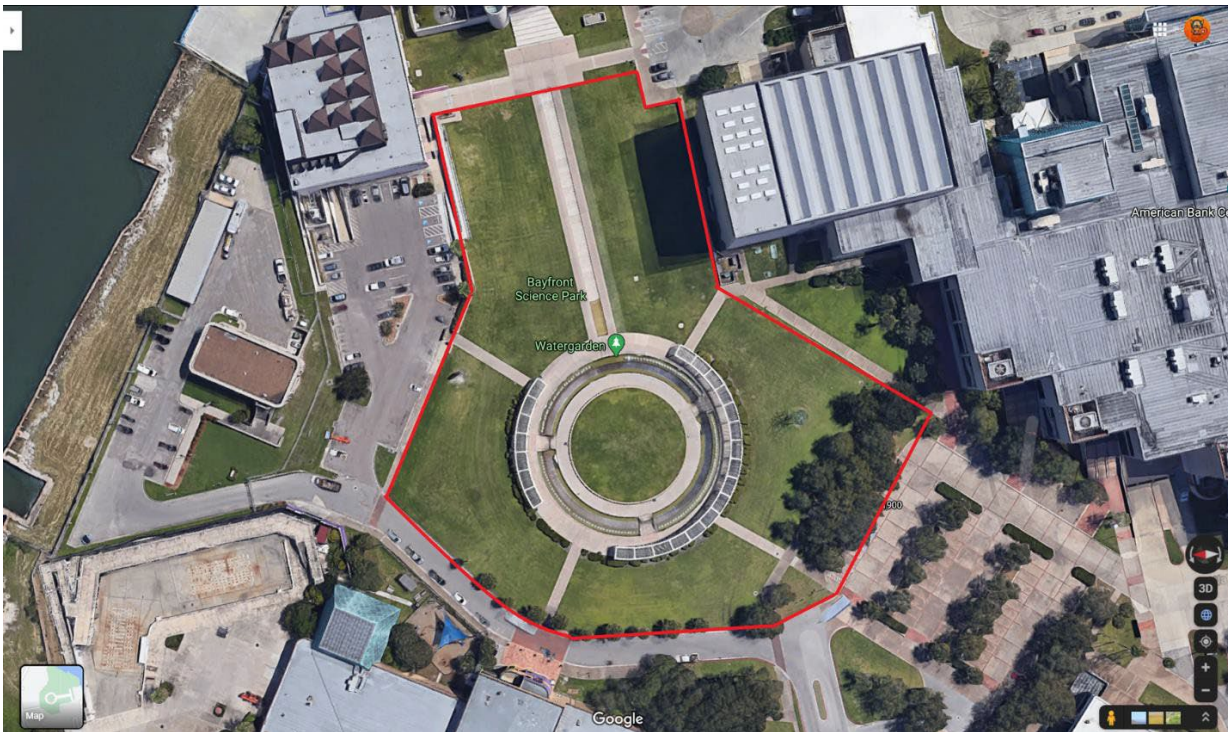
Group 4C-Asian Art Center/Visitor Center



Group 4D-Art Museum



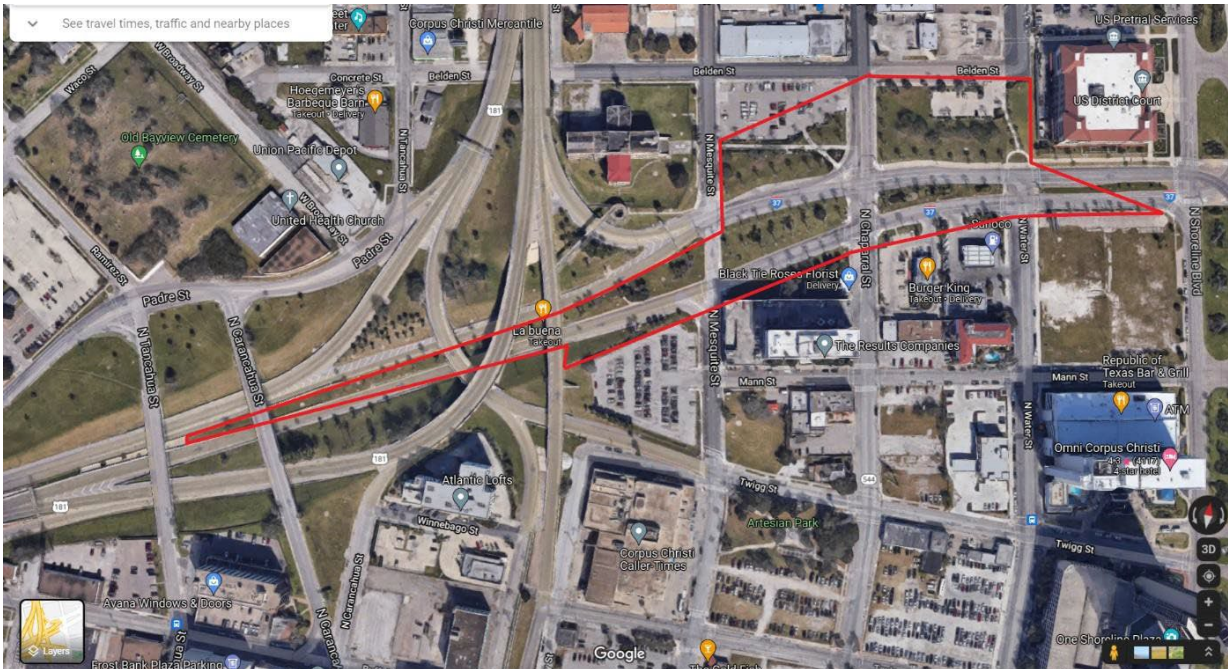
Group 4E-Water Garden



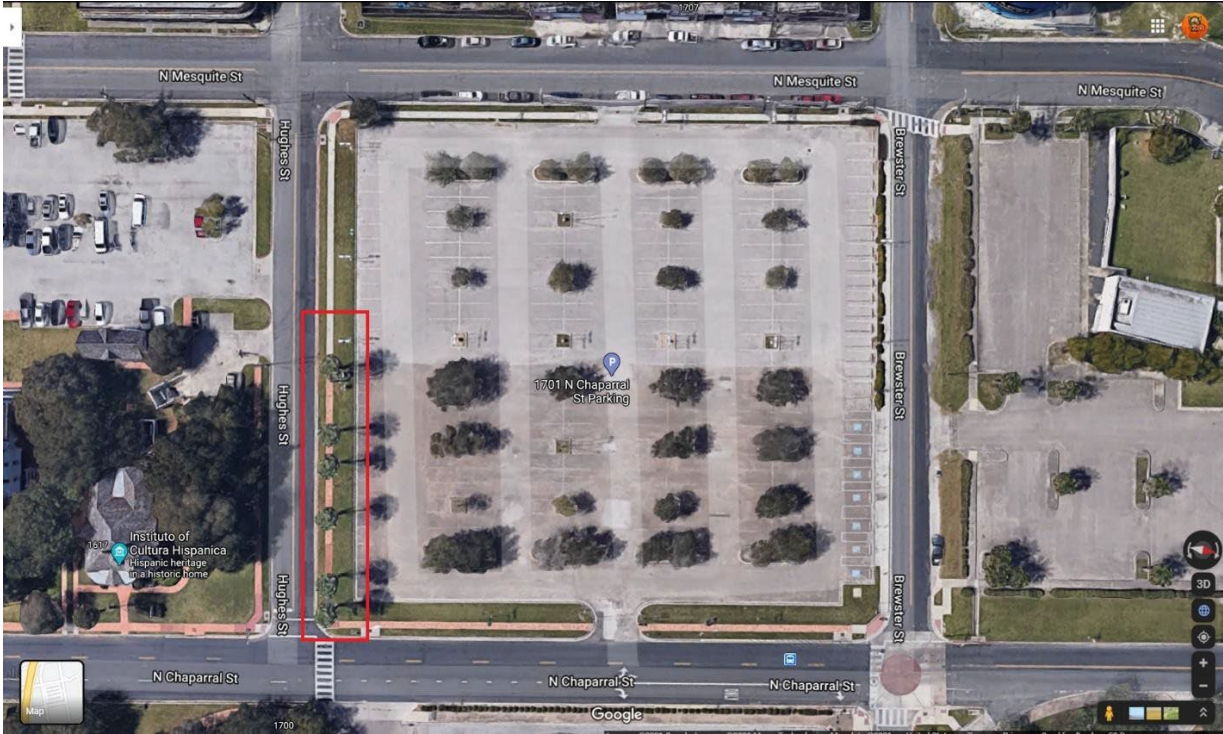
Group 4F-Bayfront Fountain Park



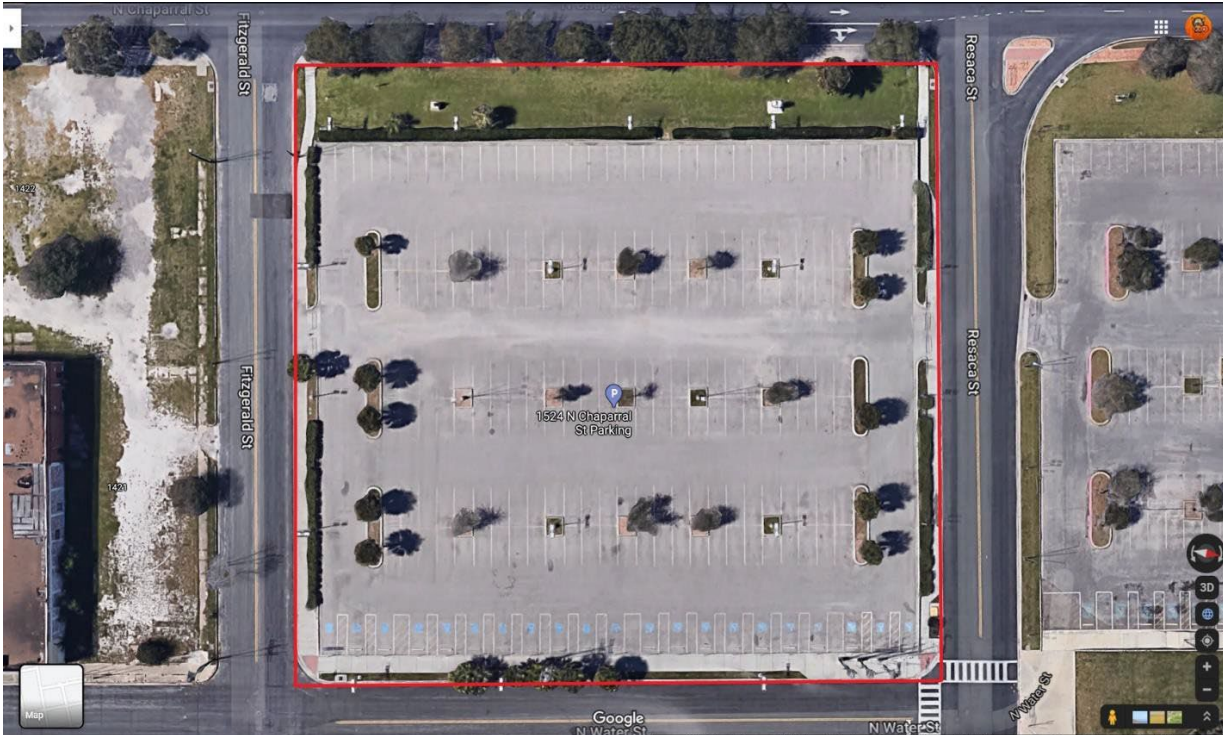
Group 5A-Sister City



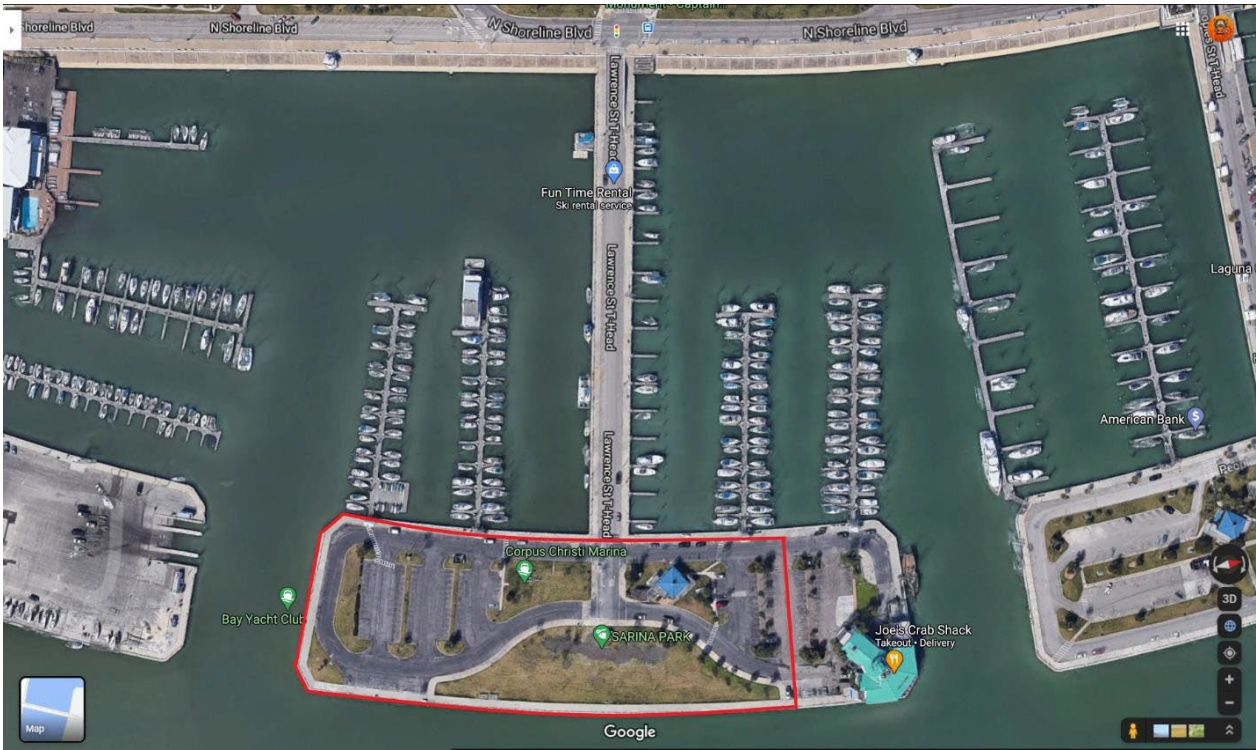
Group 5B-Lot 10



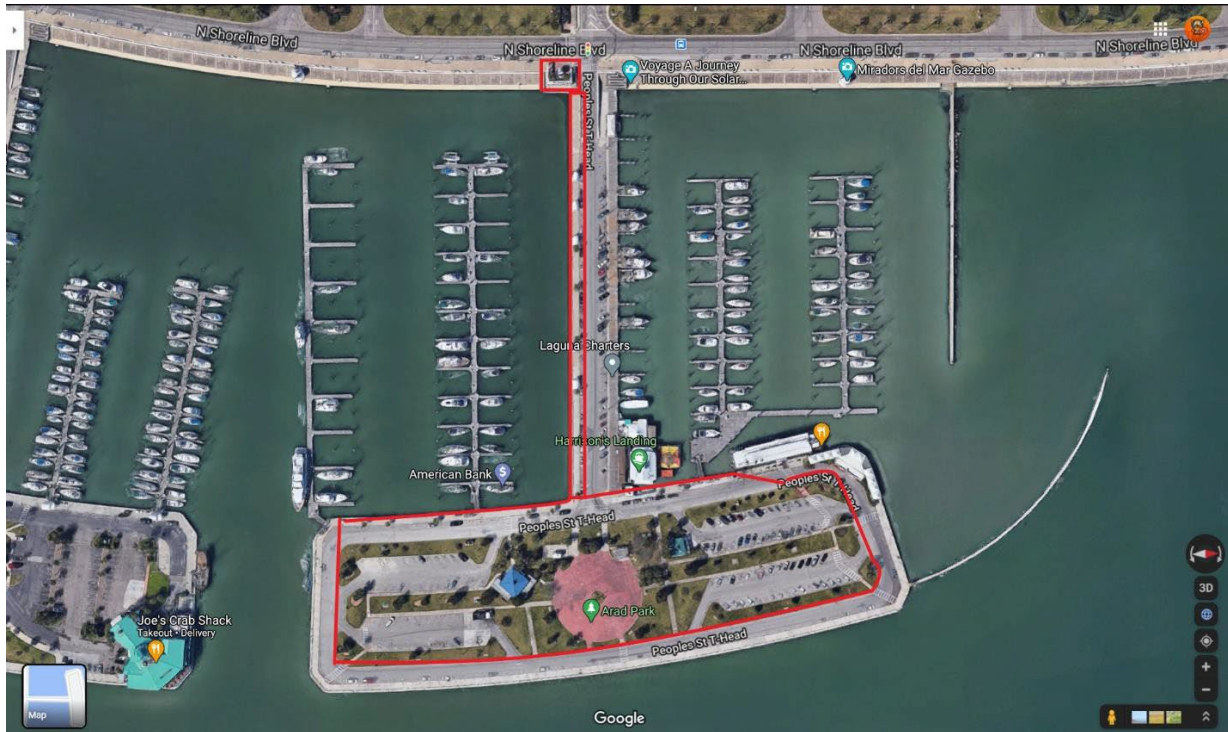
Group 5C-Lot 5



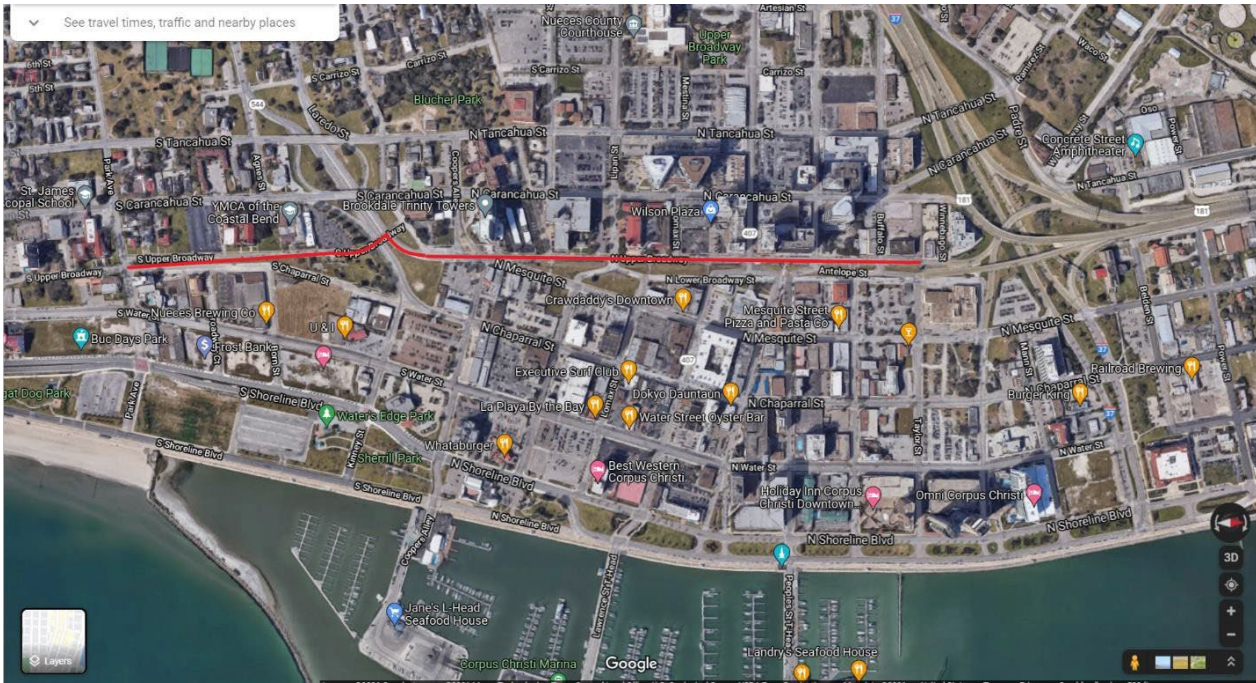
Group 6A-Lawrence T-Head



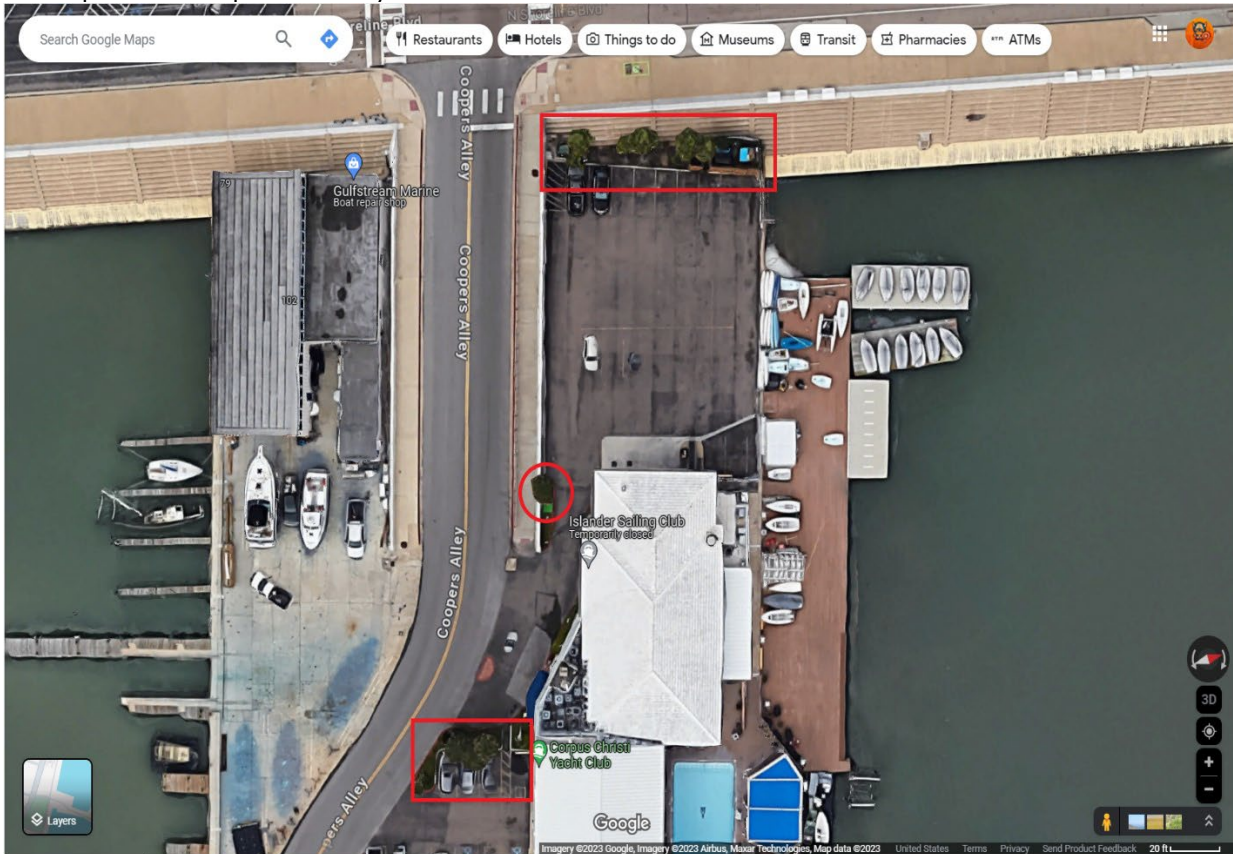
Group 6B-People T-Head



Group 6C-Upper Broadway



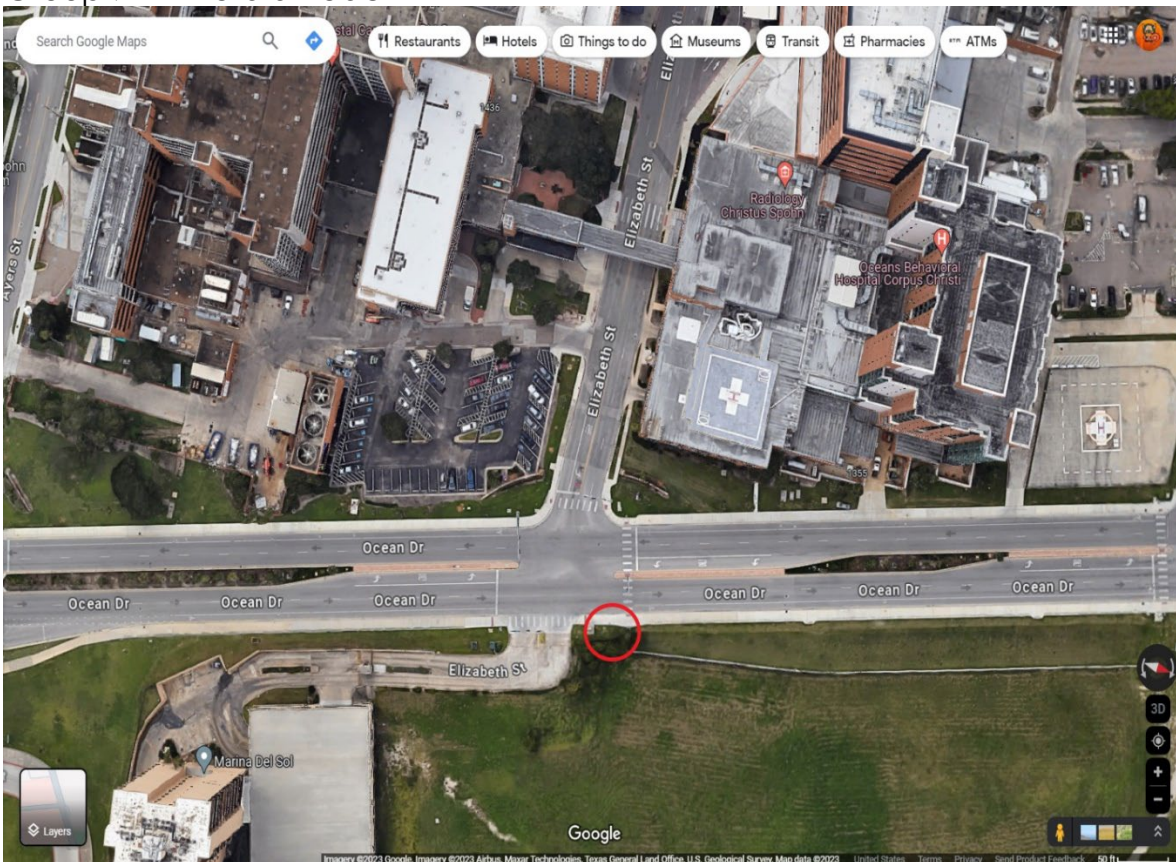
Group 6D-Cooper's Alley



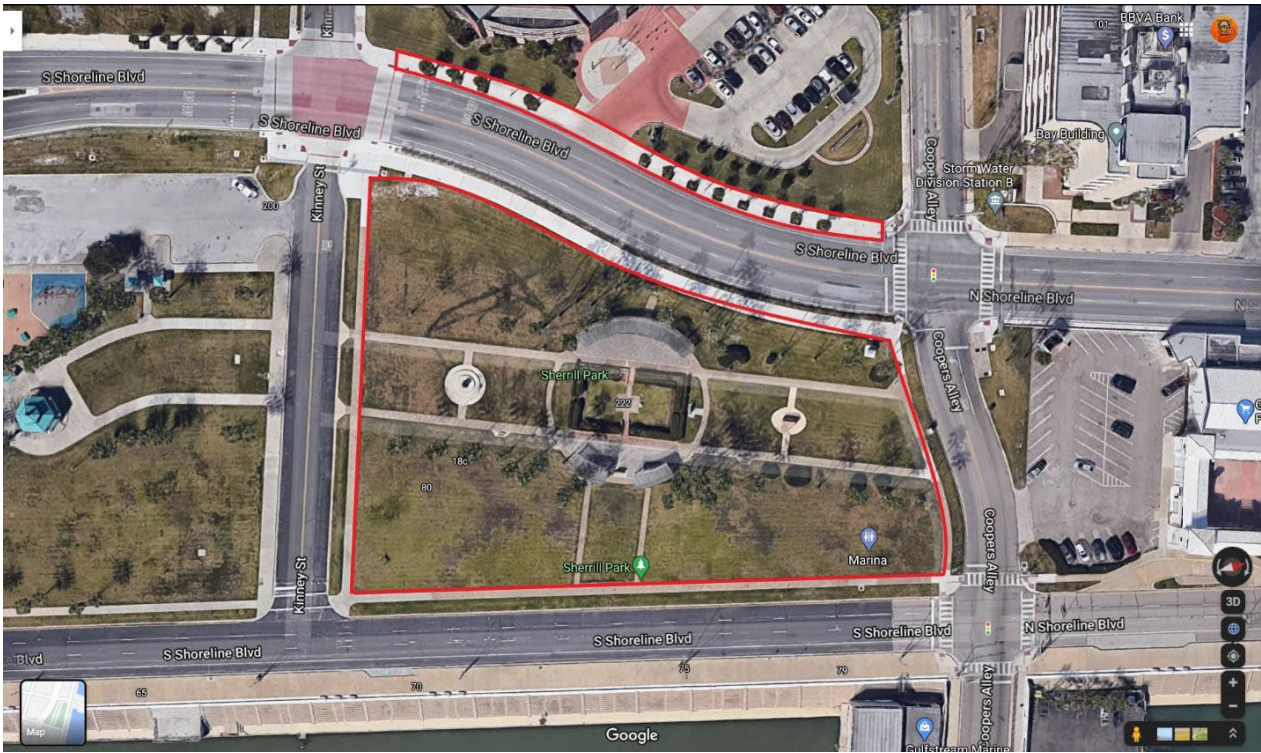
Group 6E-Artesian Park



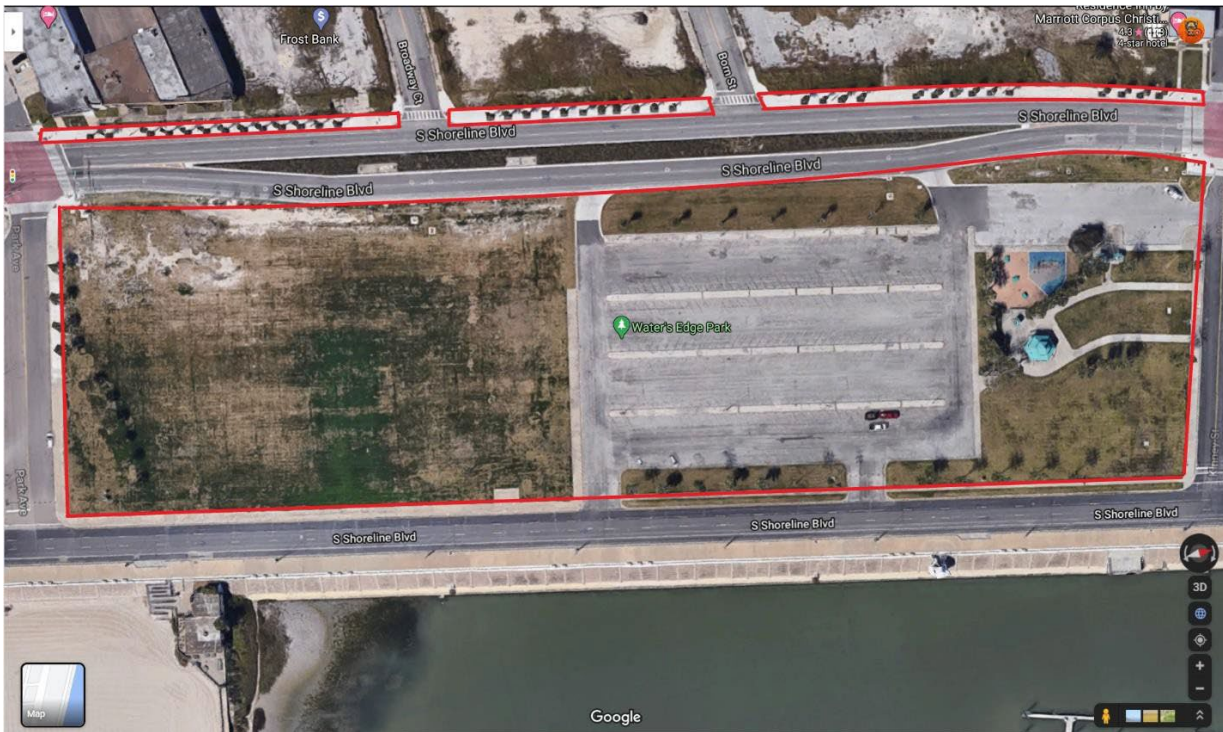
Group 7A-Emerald Beach



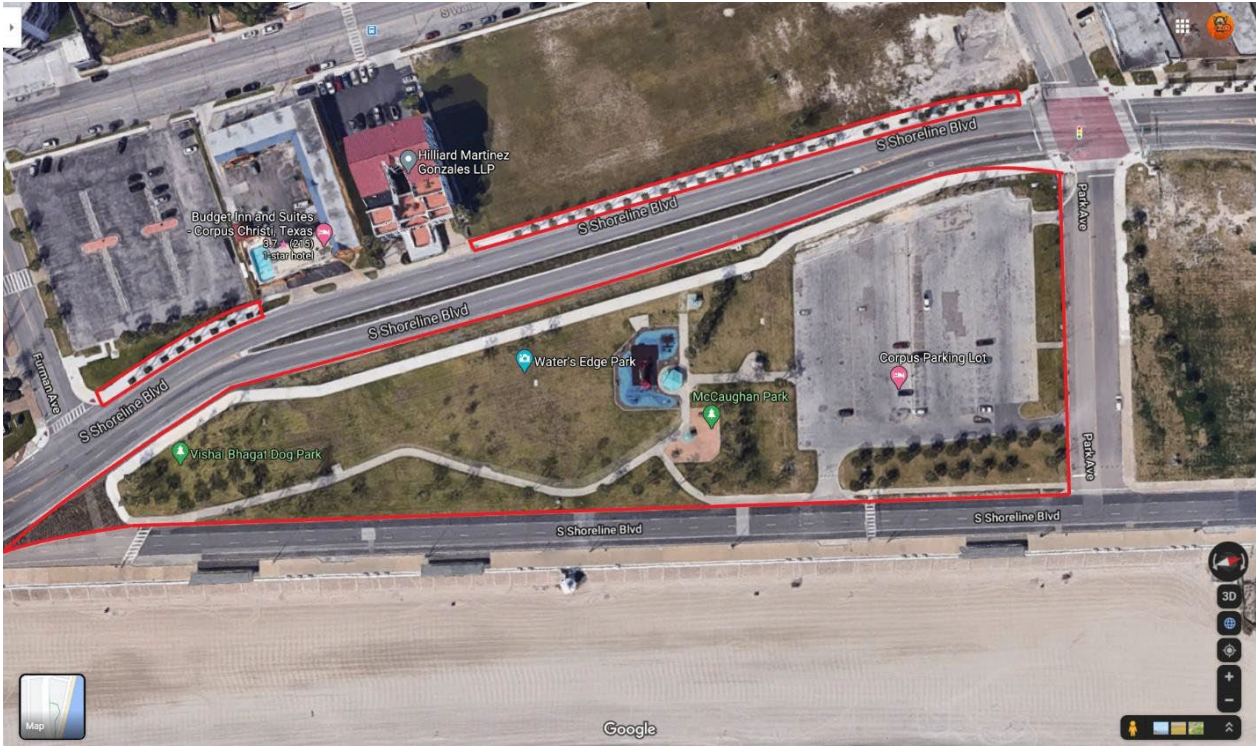
Group 7B-Sherrill Park



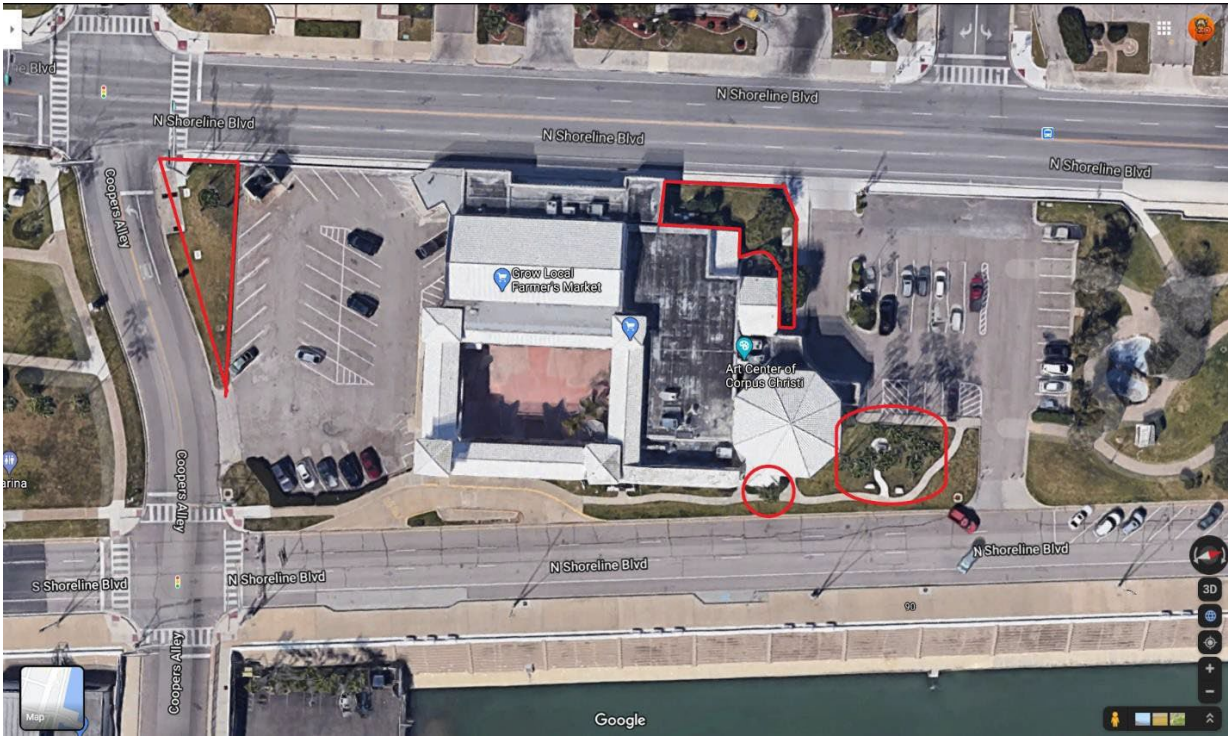
Group 7C-Old City Hall



Group 7D-McCaughan



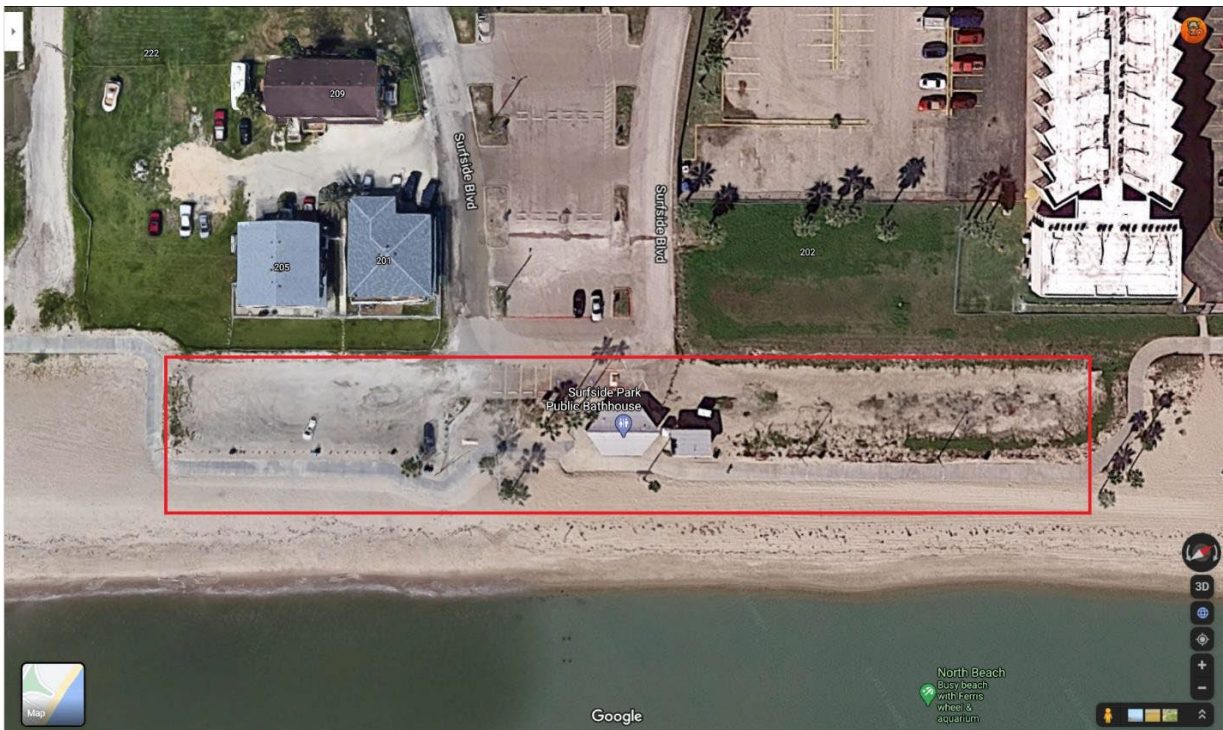
Group 7E-Art Center



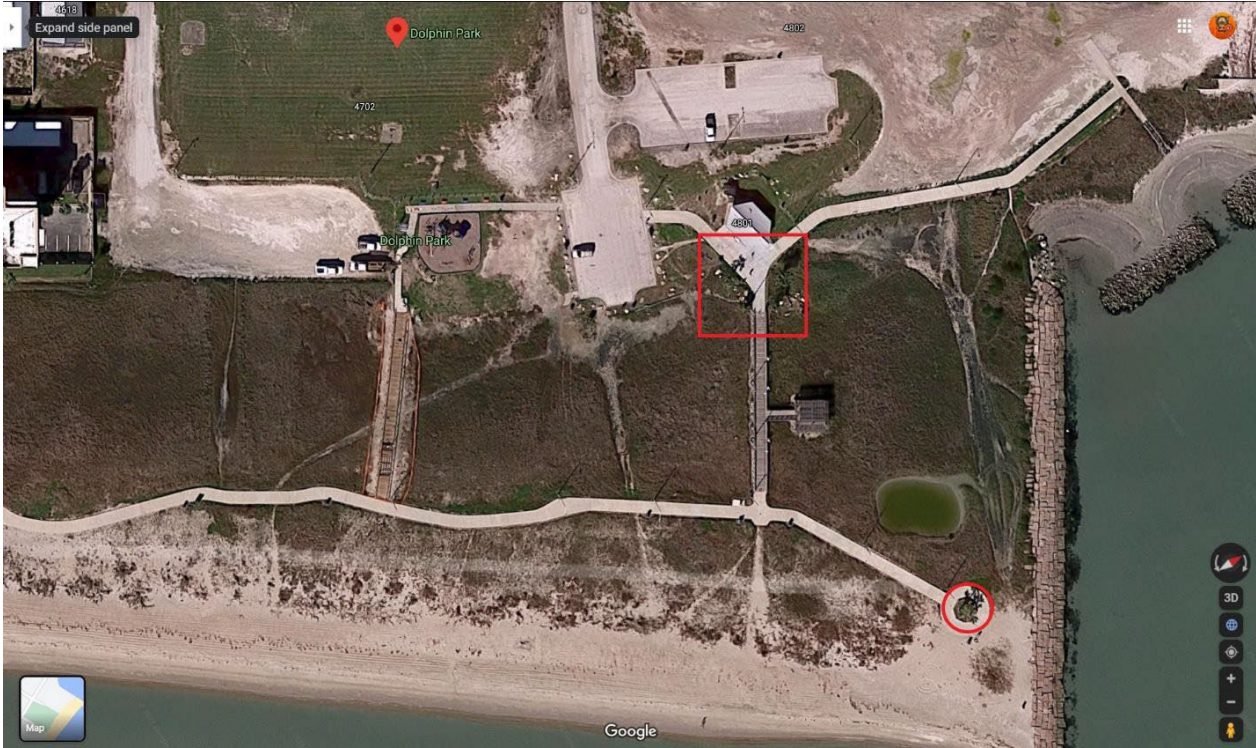
Group 8A-Burleson Parking Lot



Group 8B-Central Restrooms



Group 8C-Dolphin Park



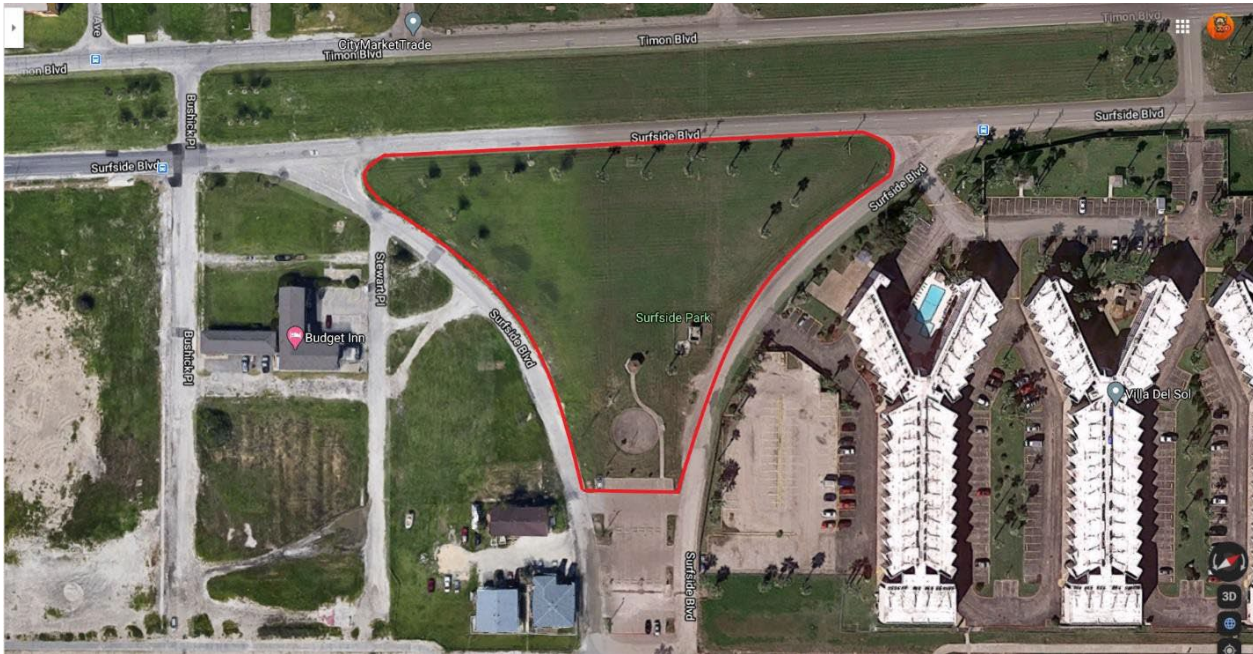
Group 8D-Kiwanis Park



Group 8E-Lexington Parking Lot



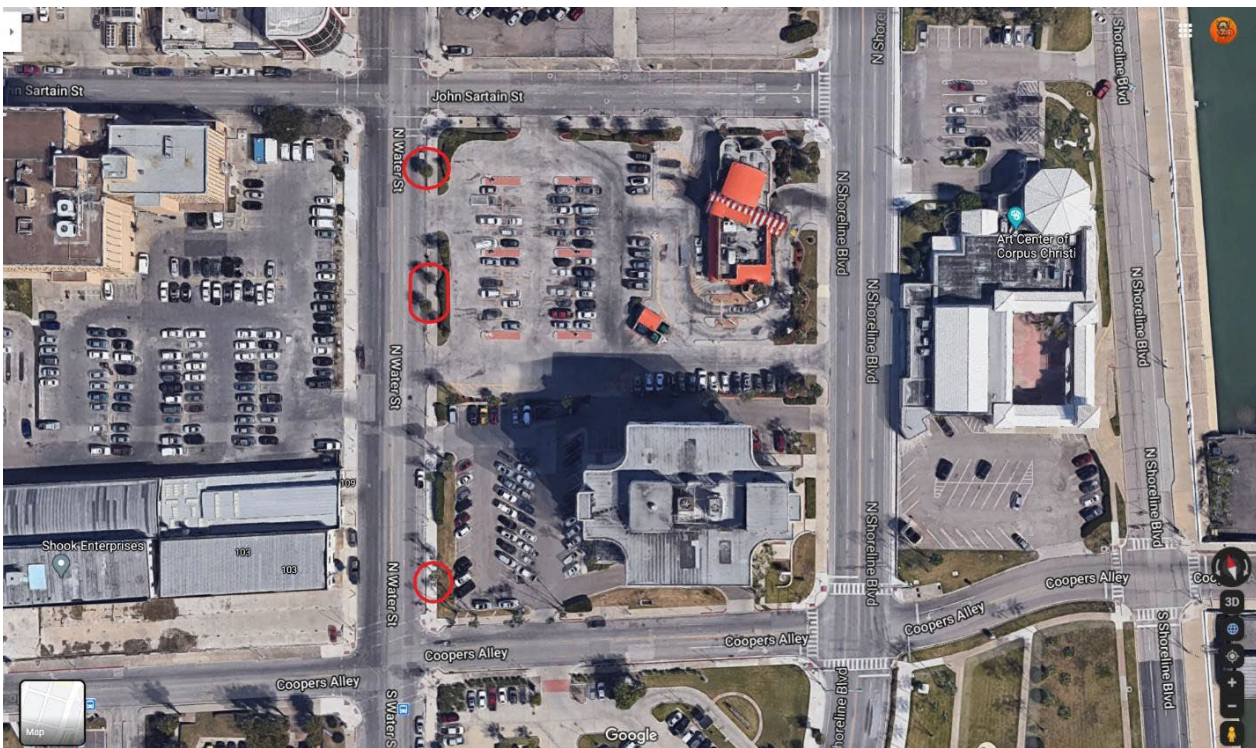
Group 8F-Surfside Park



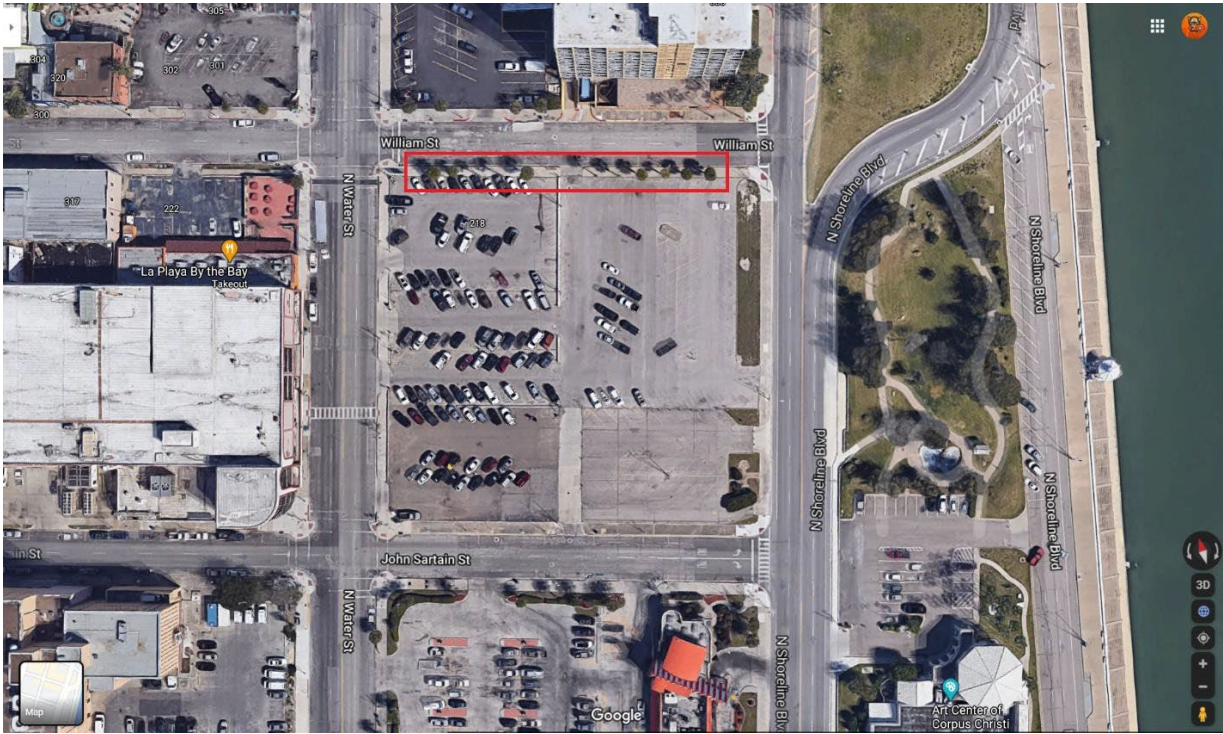
Group 9A-Block 11



Group 9B-Block 12



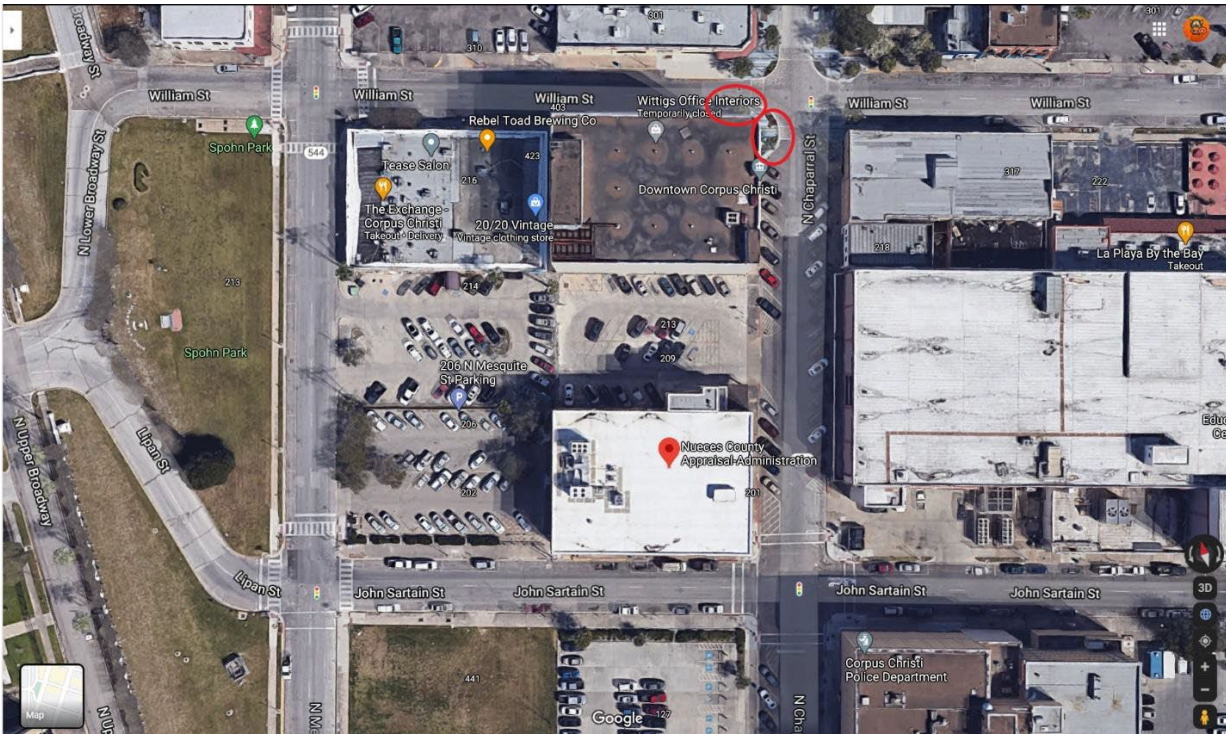
Group 9C-Block 15



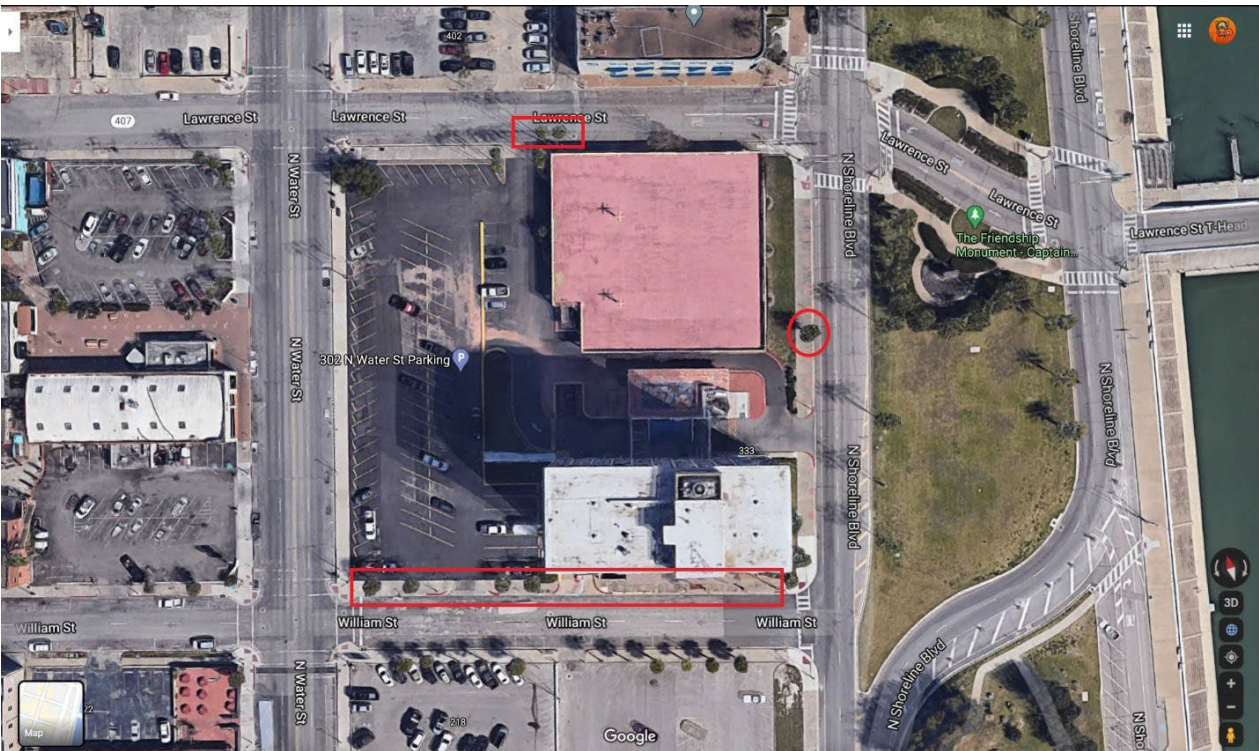
Group 9D-Block 16



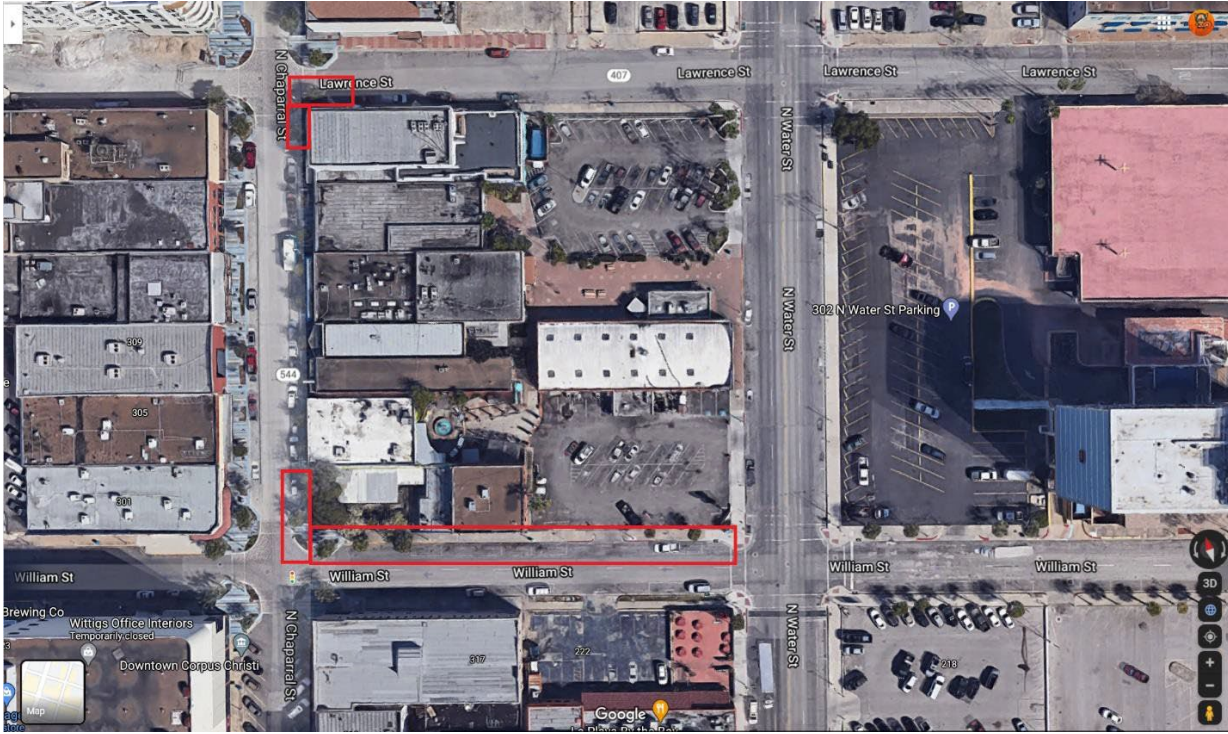
Group 9E-Block 17



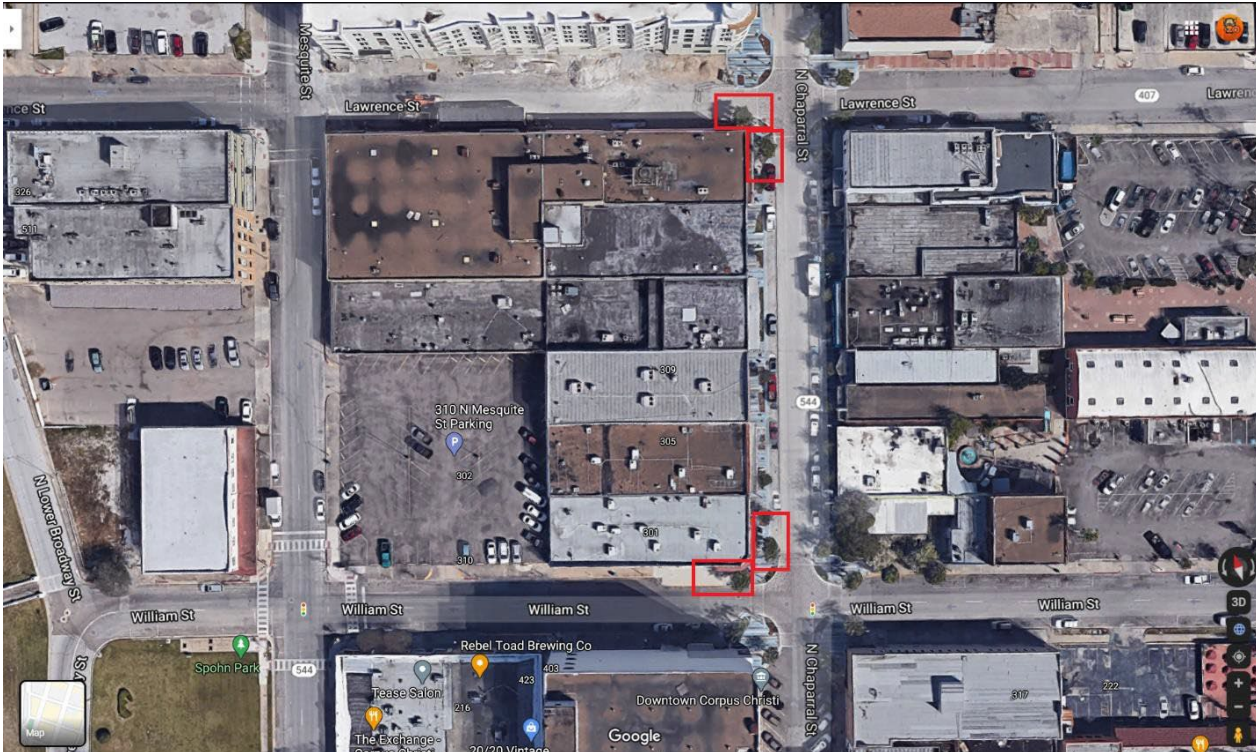
Group 9F-Block 18



Group 9G-Block 19



Group 9H-Block 20



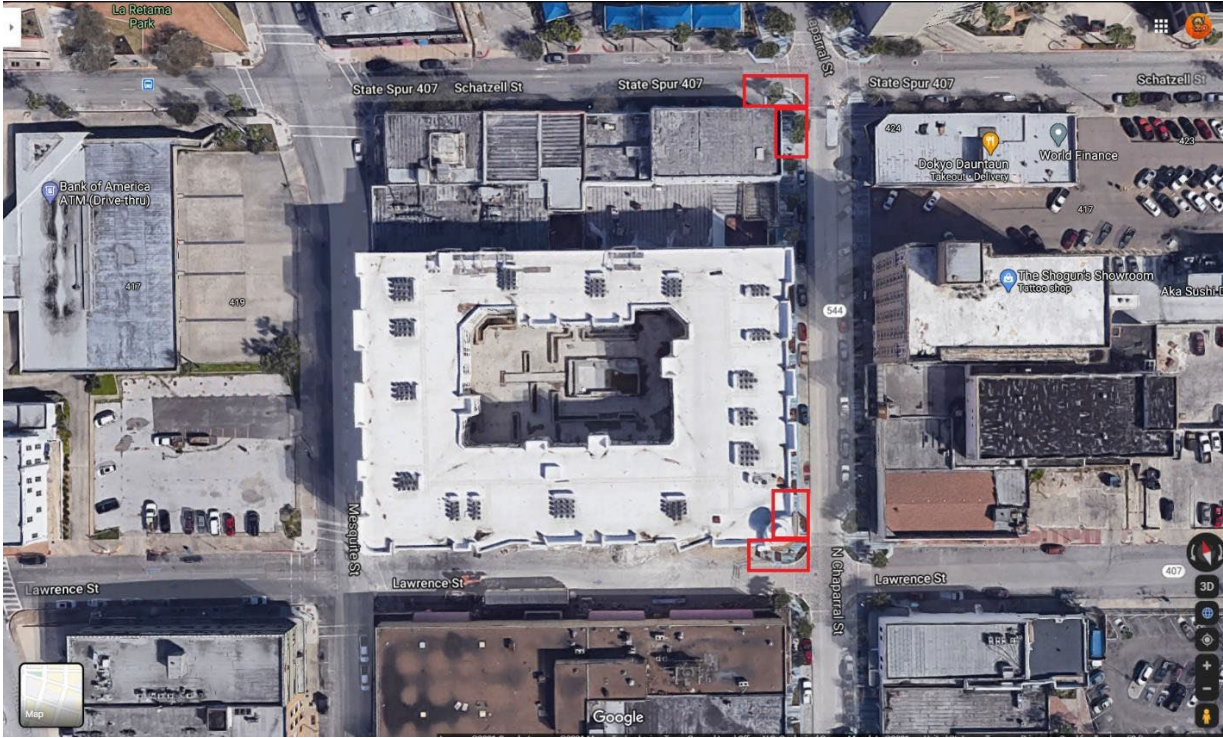
Group 9I-Block 22



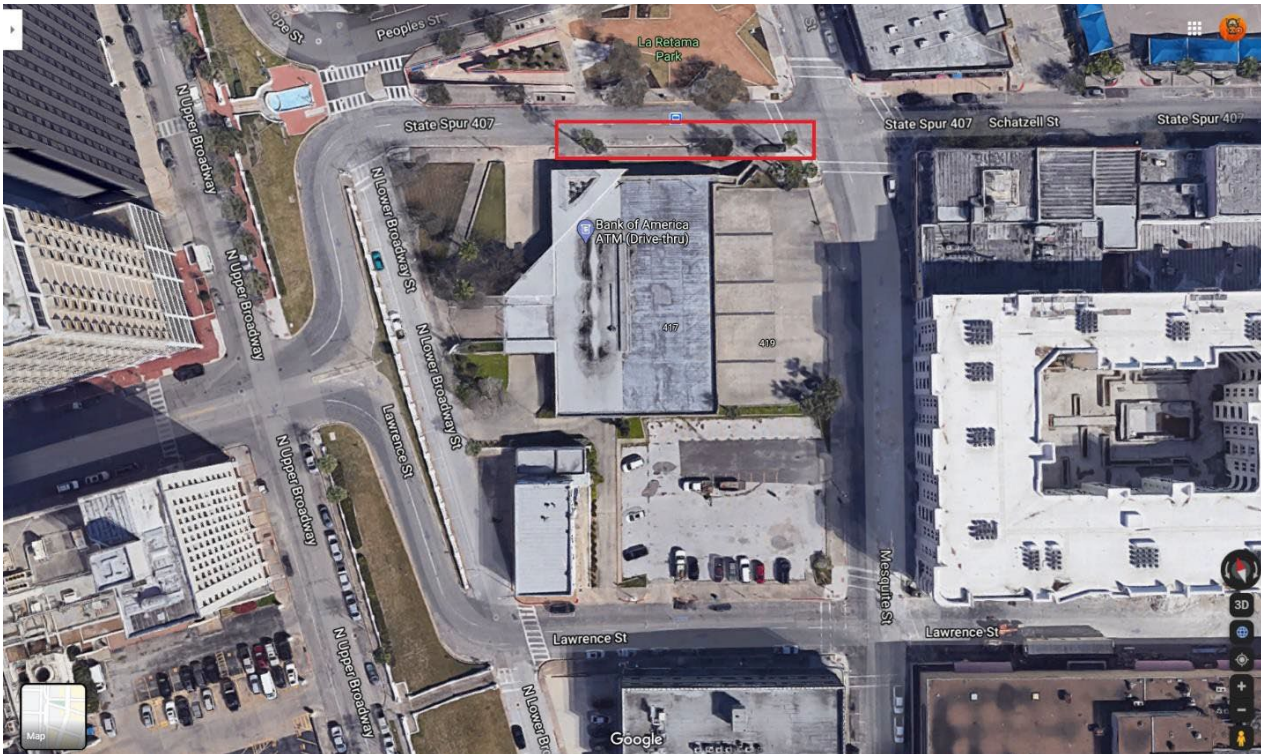
Group 9J-Block 23



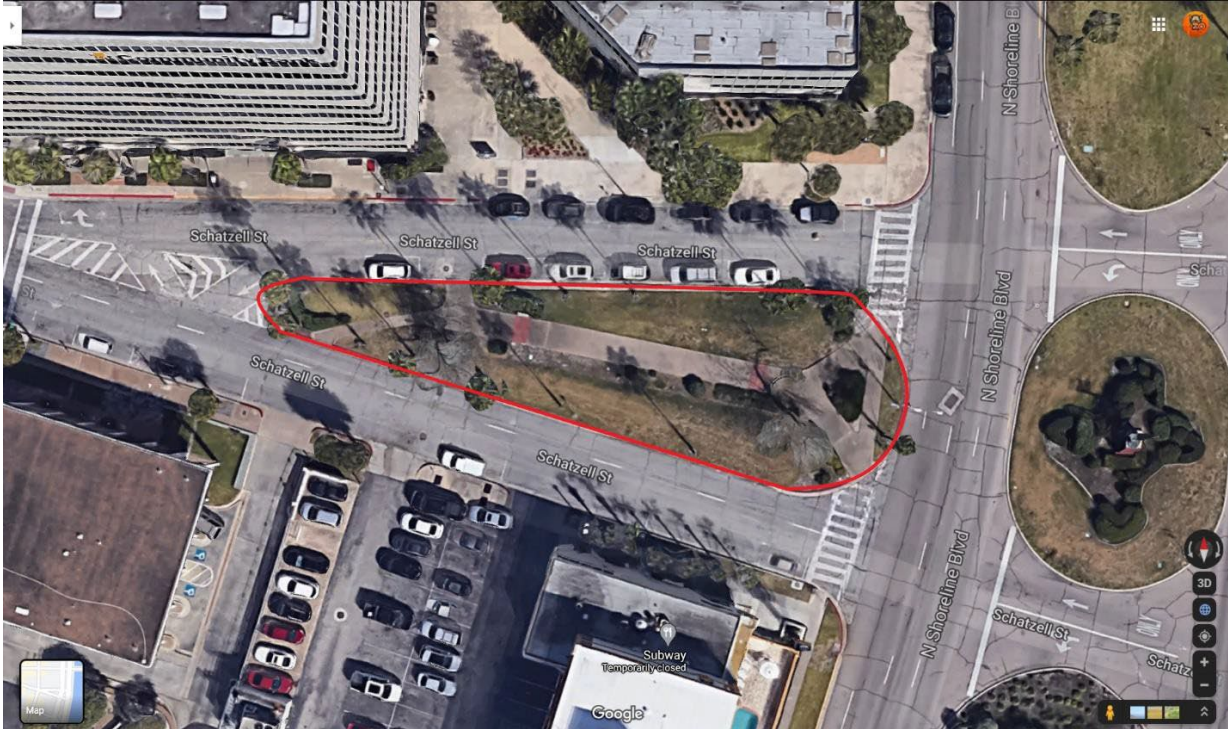
Group 9K-Block 24



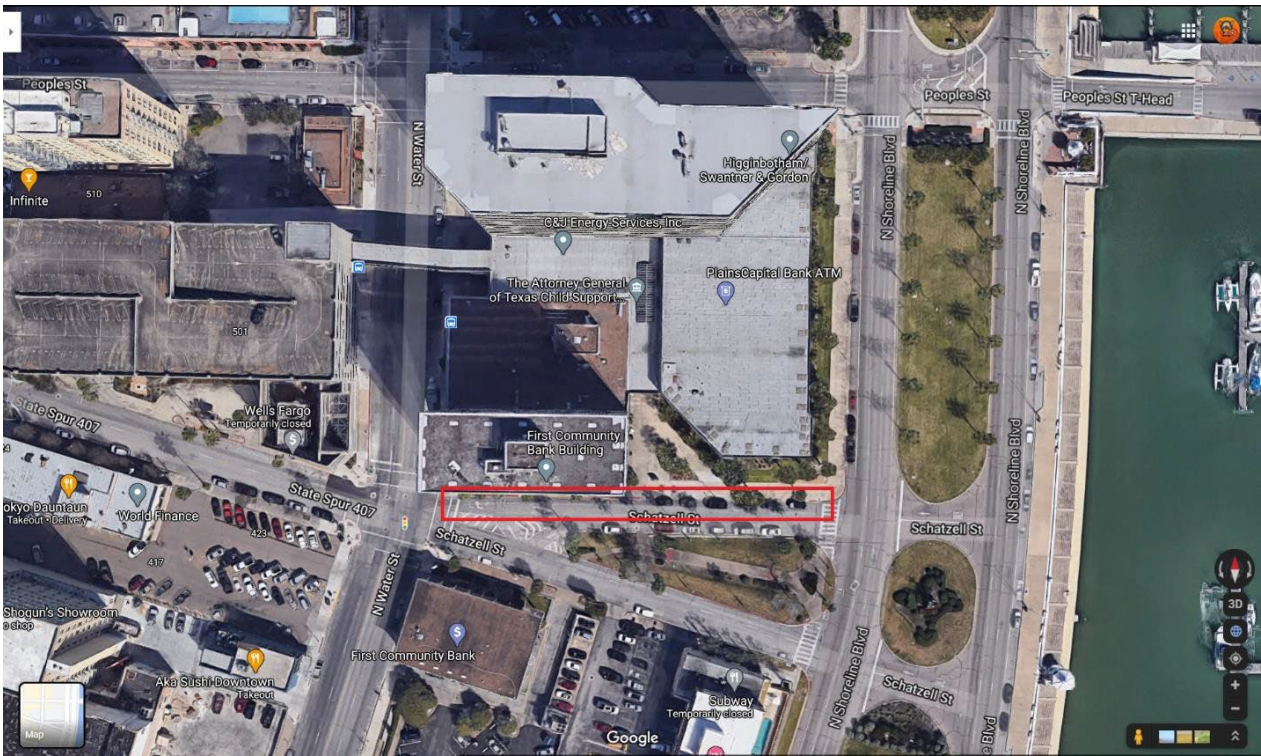
Group 9L-Block 25



Group 9M-Block 26



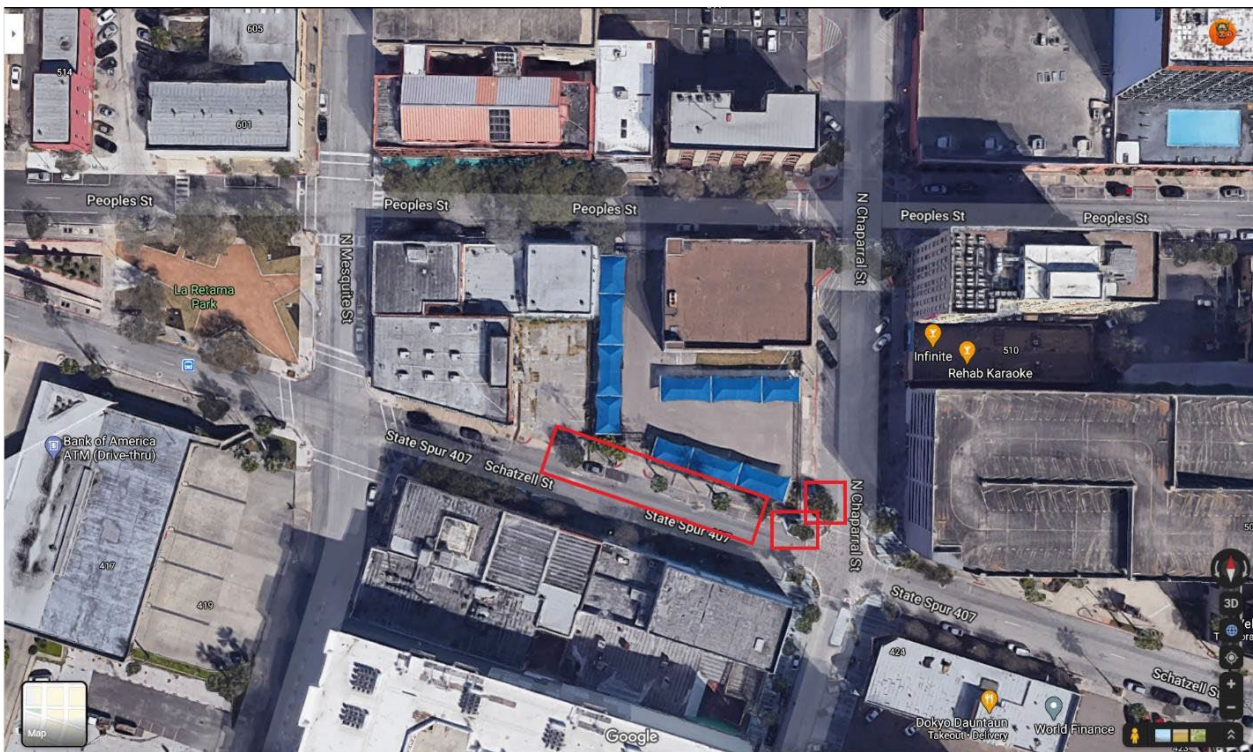
Group 9N-Block 27



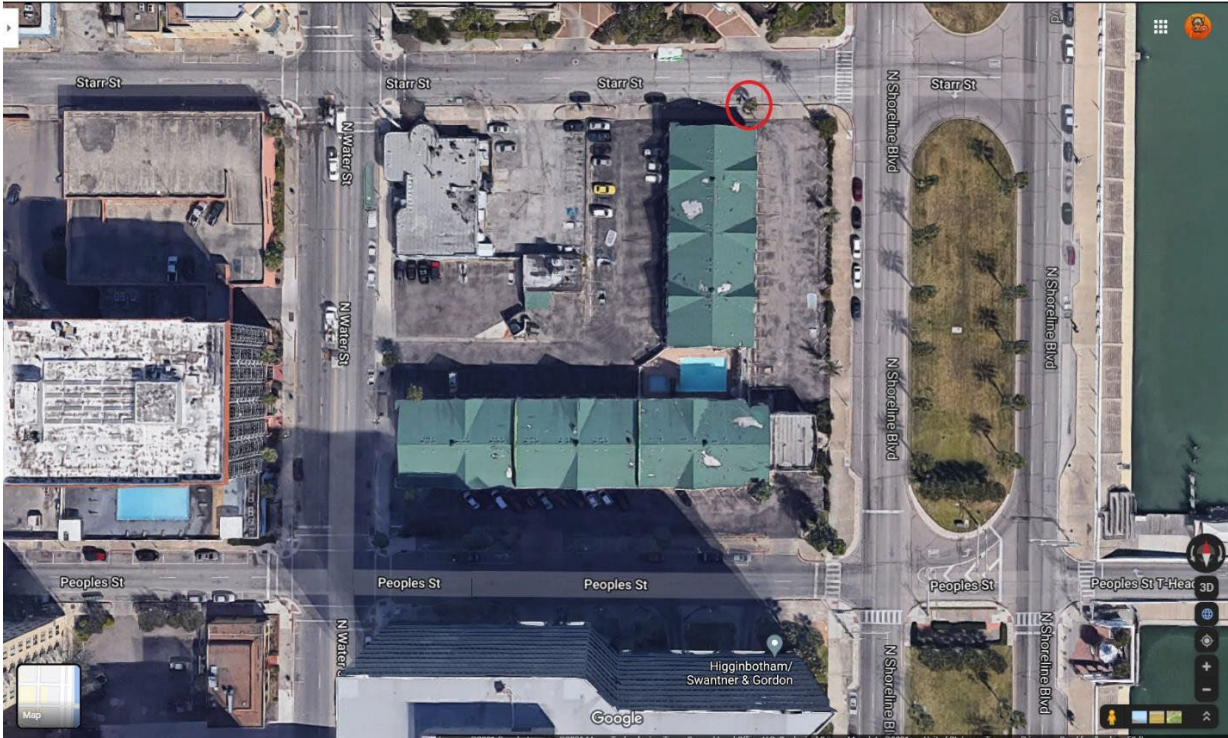
Group 9O-Block 28



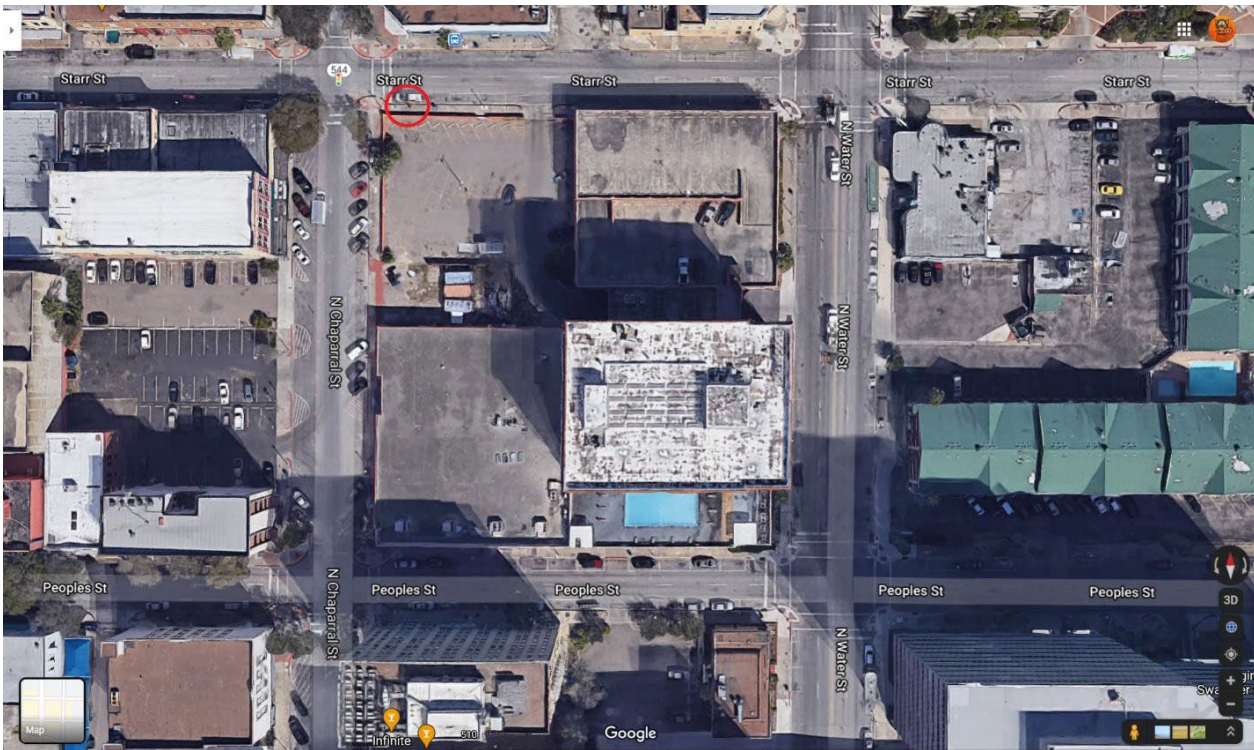
Group 9P-Block 29



Group 9Q-Block 31



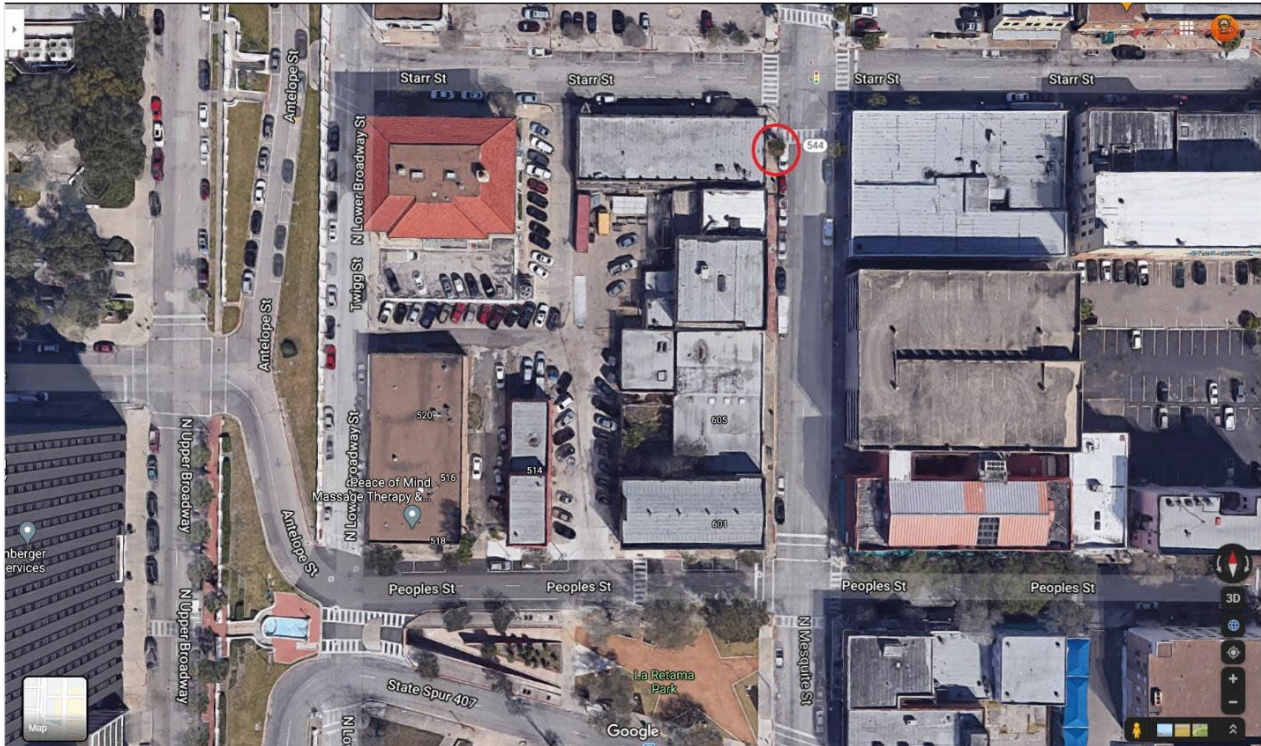
Group 9R-Block 32



Group 9S-Block 33



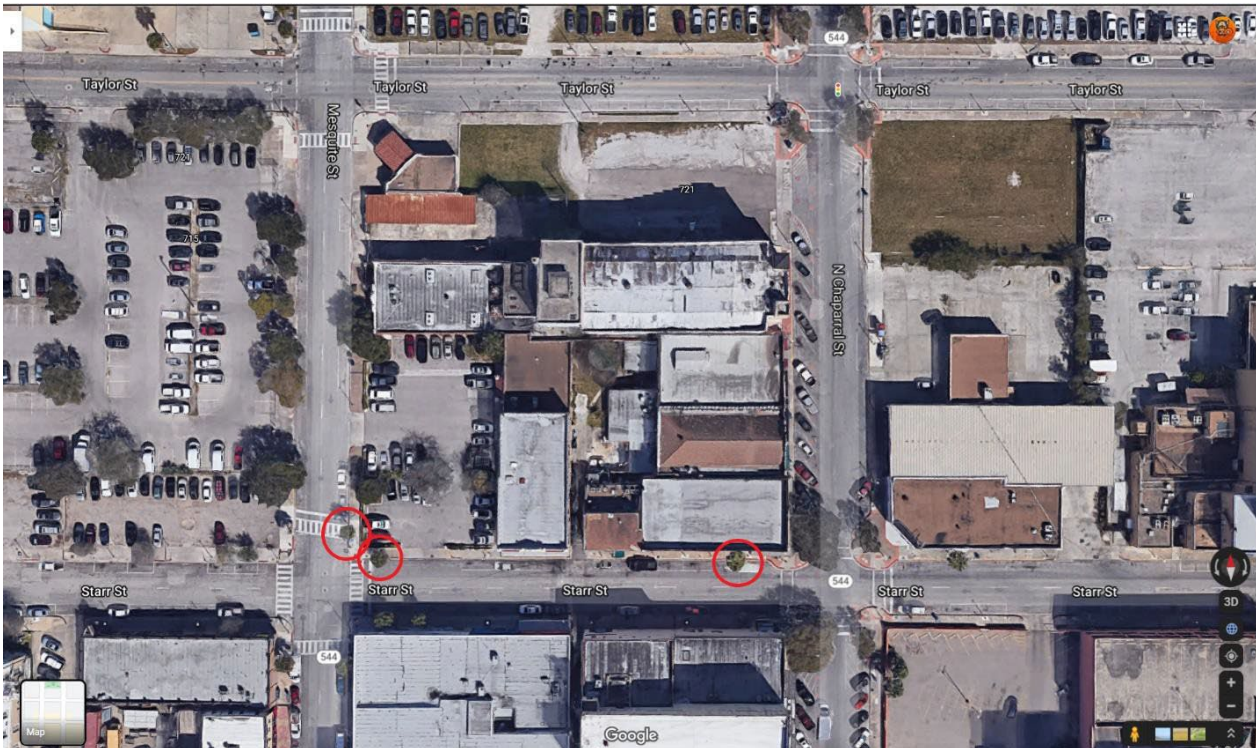
Group 9T-Block 34



Group 9U-Block 36



Group 9V-Block 37



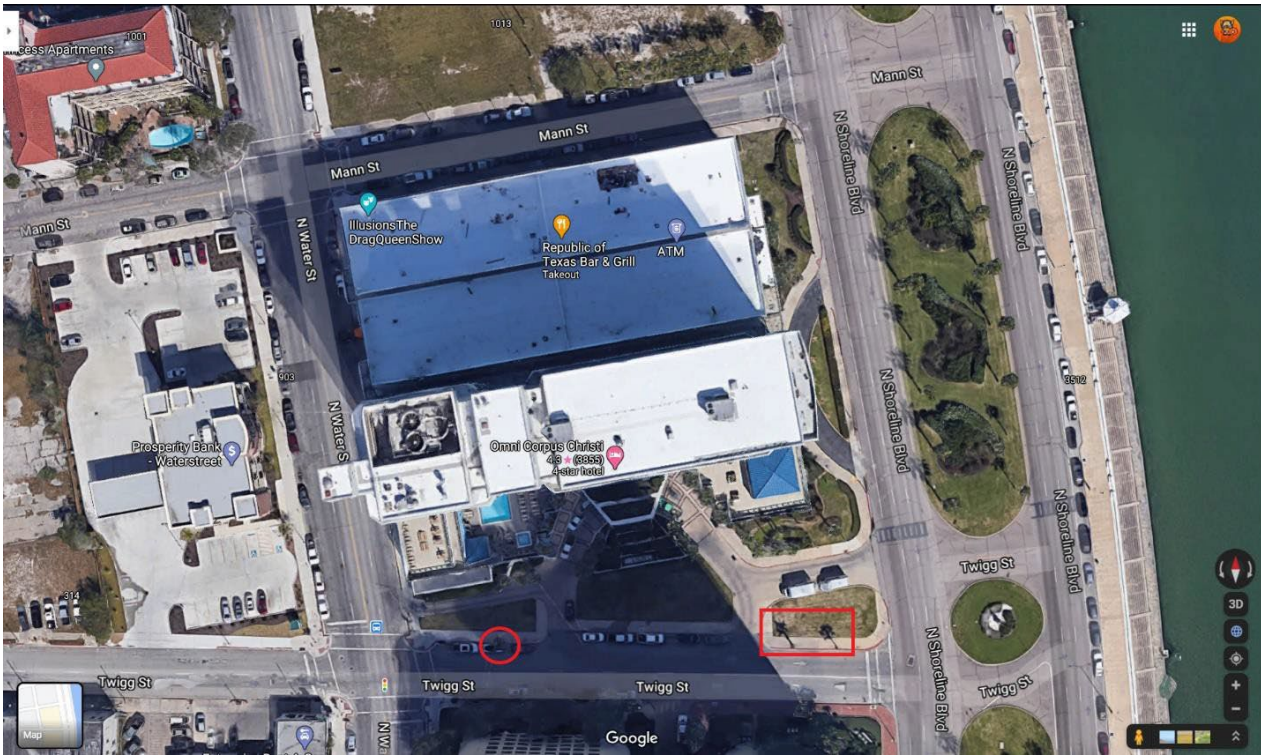
Group 9W-Block 38



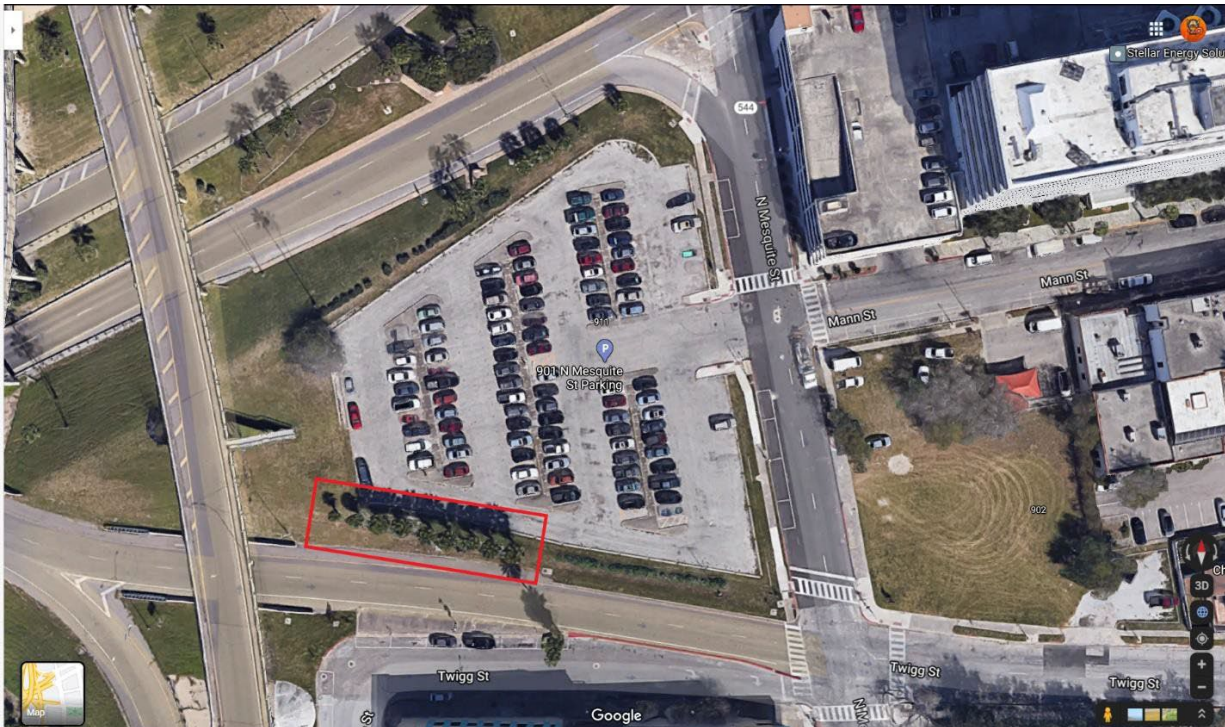
Group 9X-Block 42



Group 9Y-Block 43



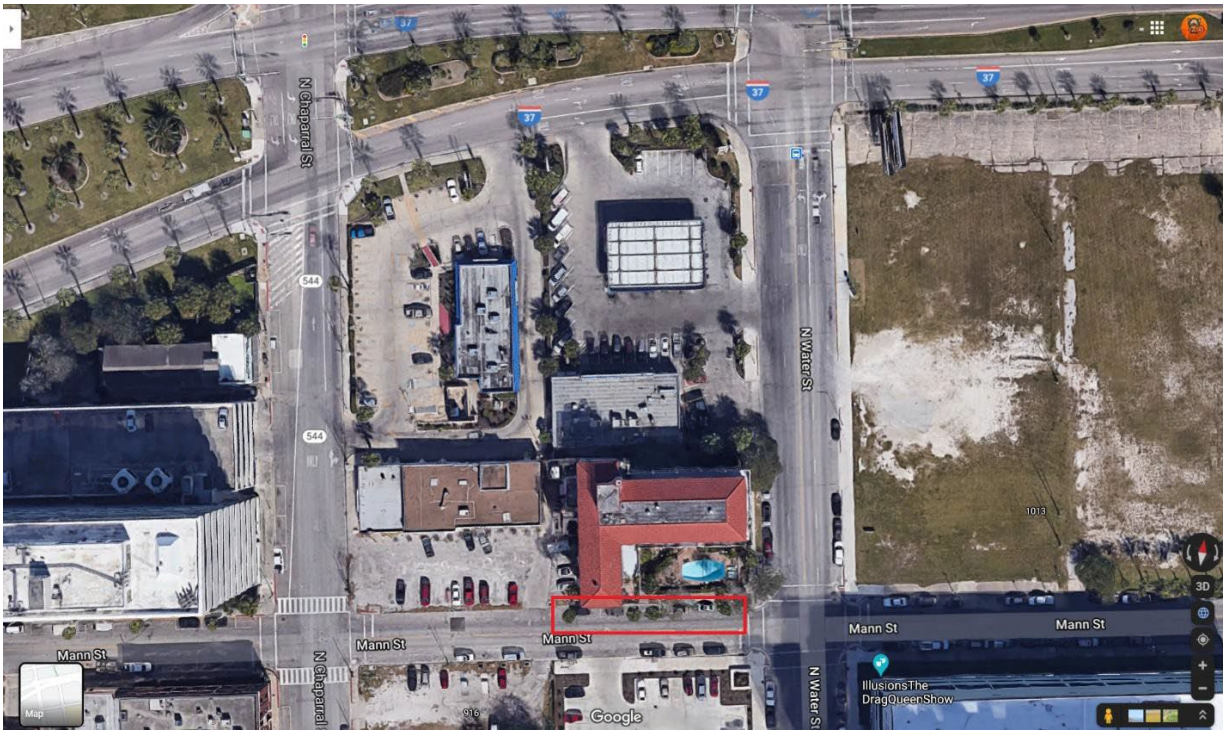
Group 9Z-Block 46



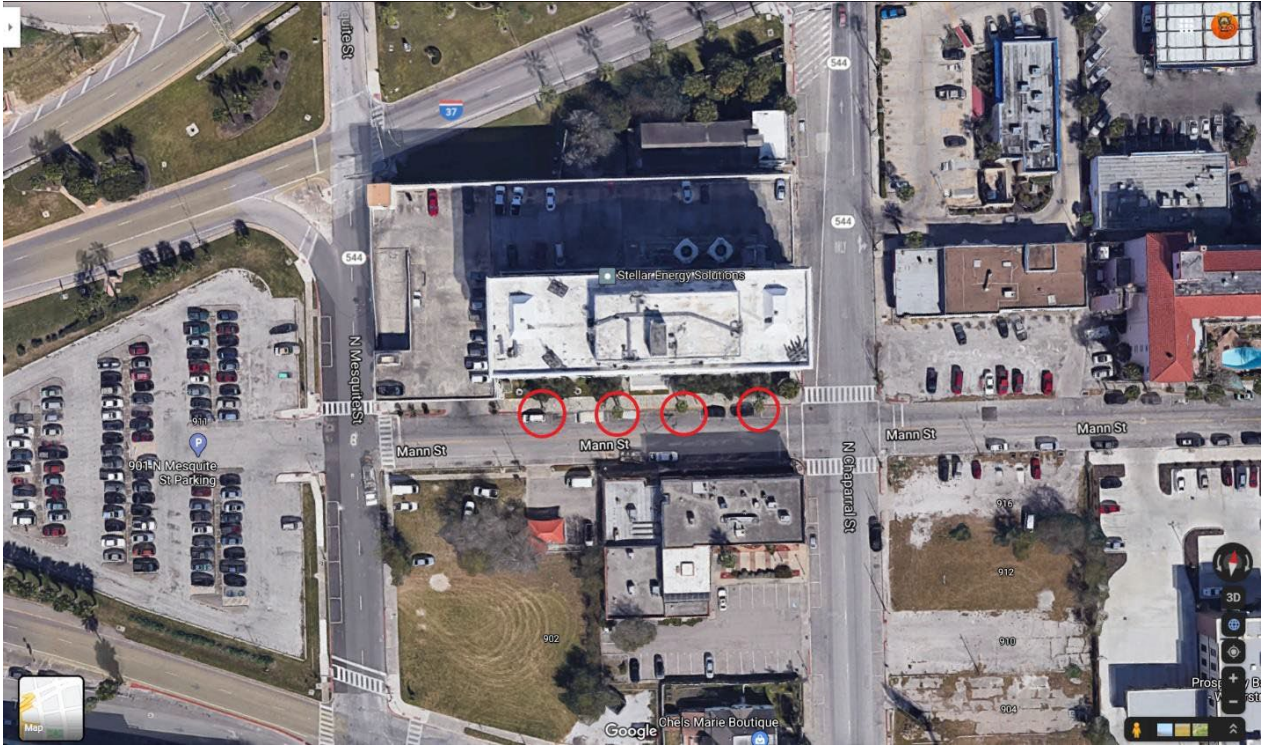
Group 9Aa-Block 47



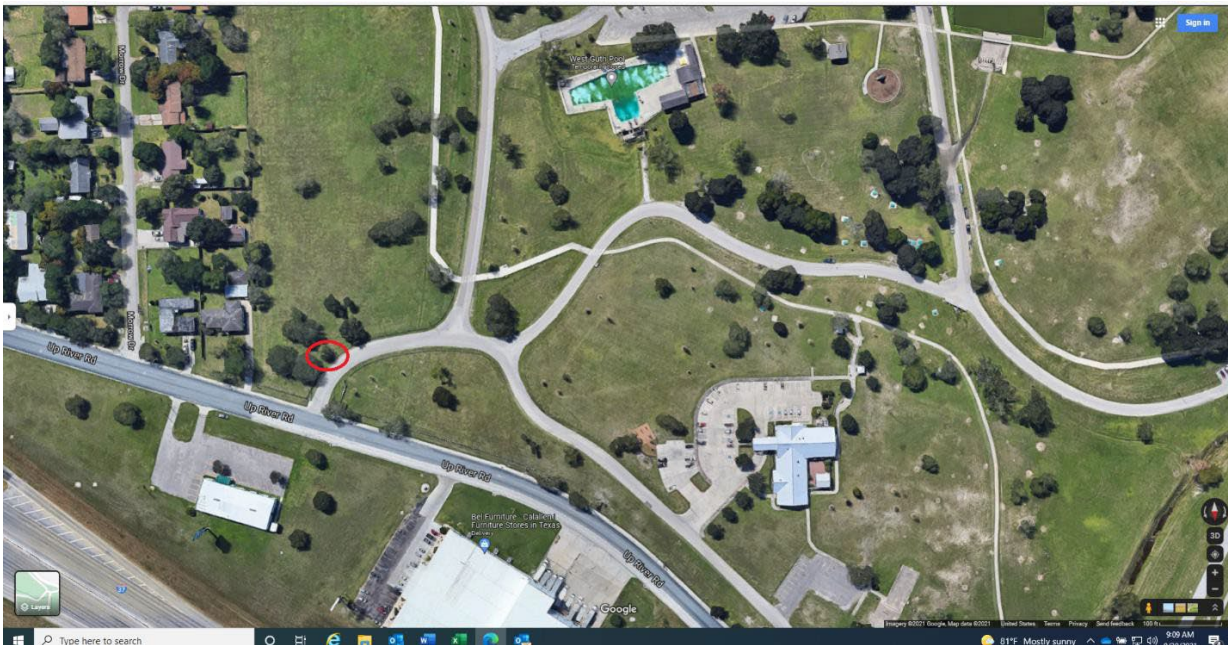
Group 9Ab-Block 48



Group 9Ac-Block 49



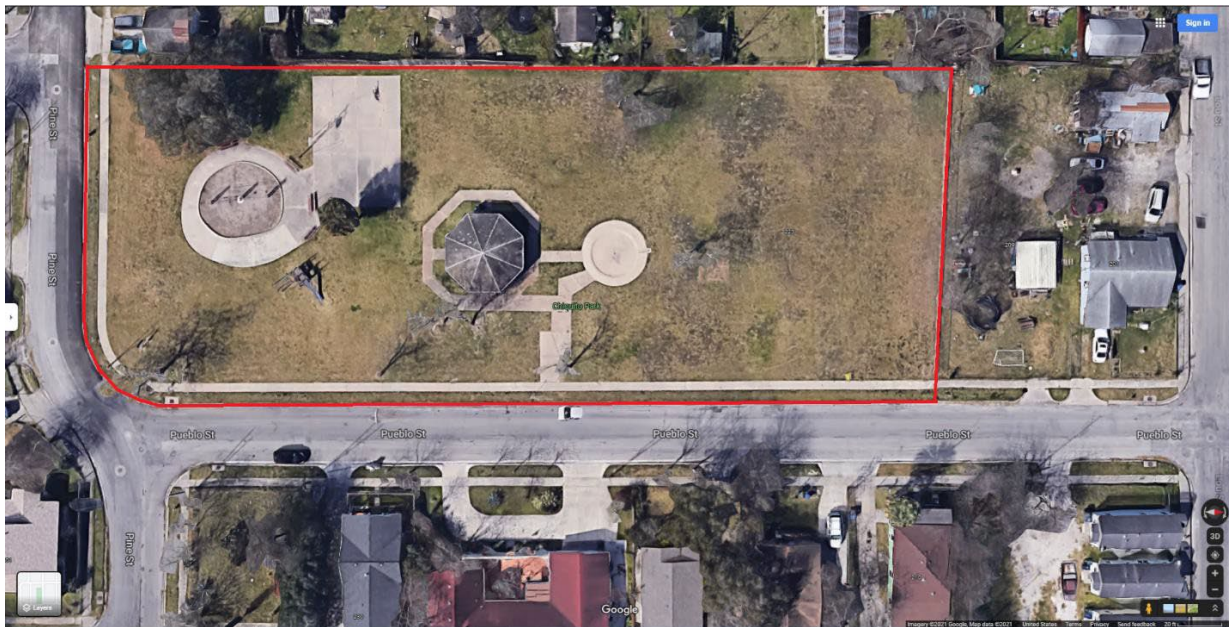
Group 10A-West Guth Park



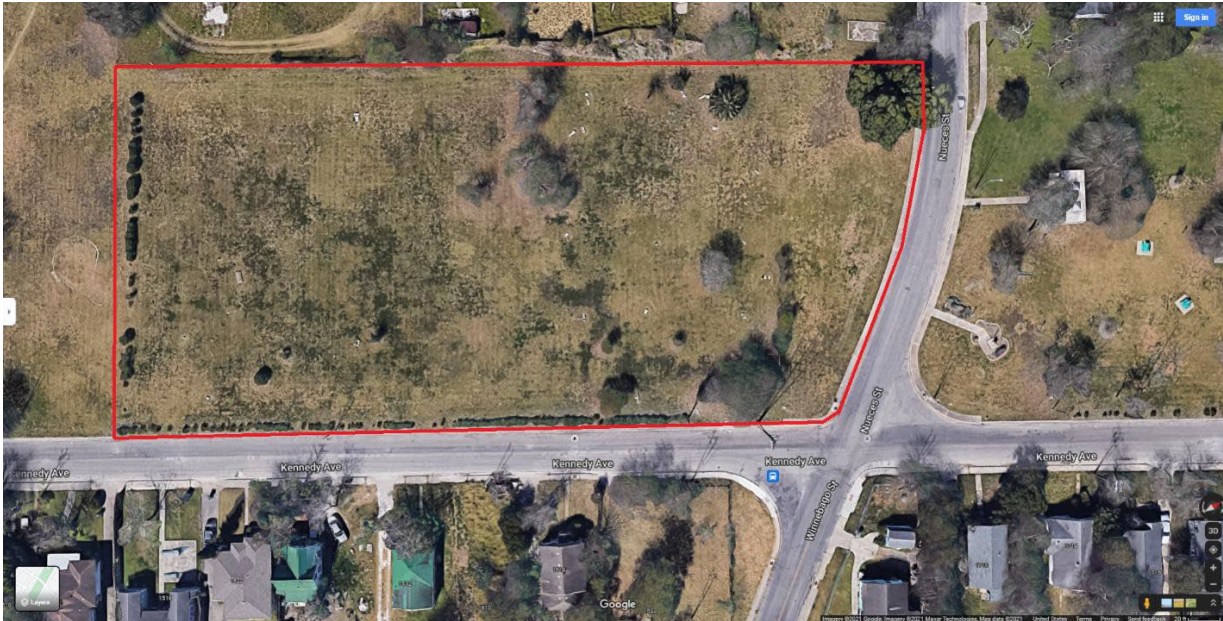
Group 10B-Tom Graham Park



Group 10C-Chiquito Park



Group 10D-H.J. Williams Park



Group 10E-Park and Recreation Annex



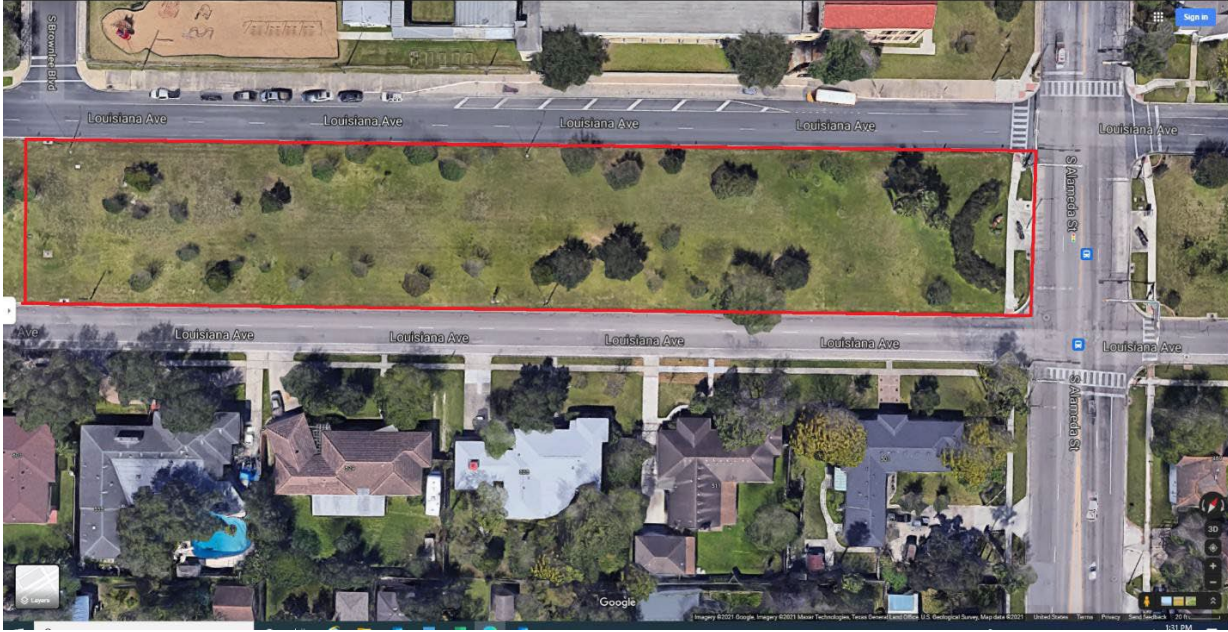
Group 10F-Oveal Williams Sr. Center



Group 10G-South Bluff Park



Group 11A-Louisiana Parkway



Group 11B-Lindale Park



Group 11C-Collier Park



Group 11D-San Diego Park



Group 11E-Health Complex



Group 11F-John Jones Park



Group 11G-Moody Park



Group 12A-Garden Sr. Center



Group 12B-Cullen



Group 12C-South Pope



Group 12D-Neyland Library



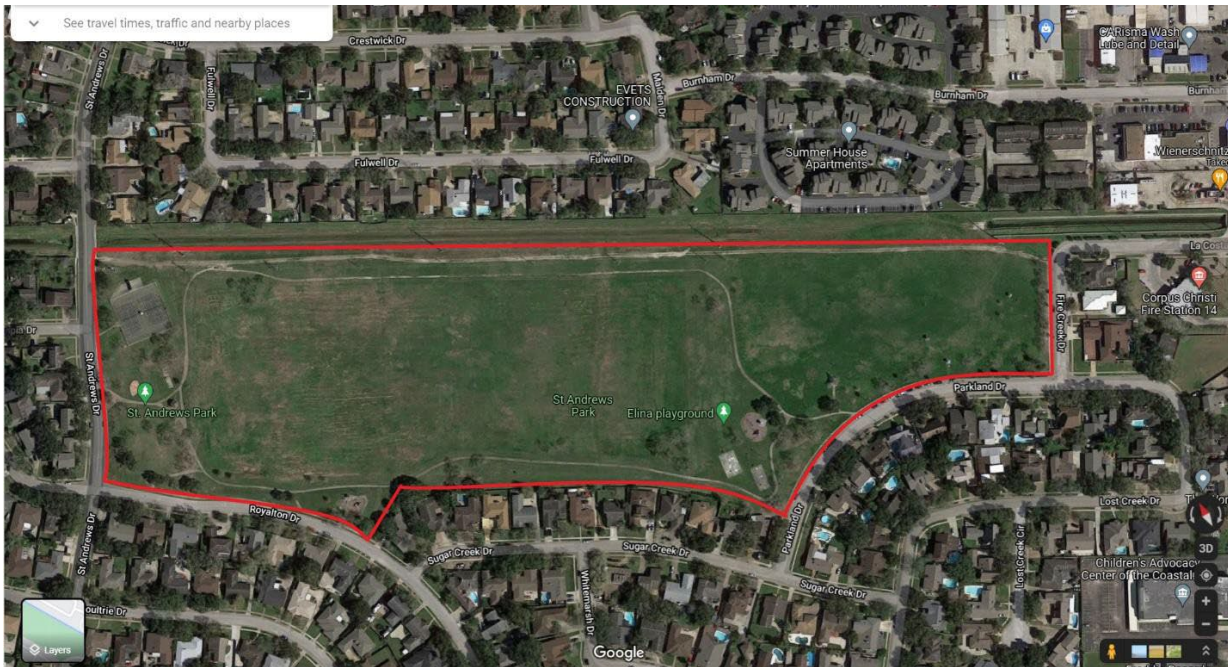
Group 12E-Malibu Park



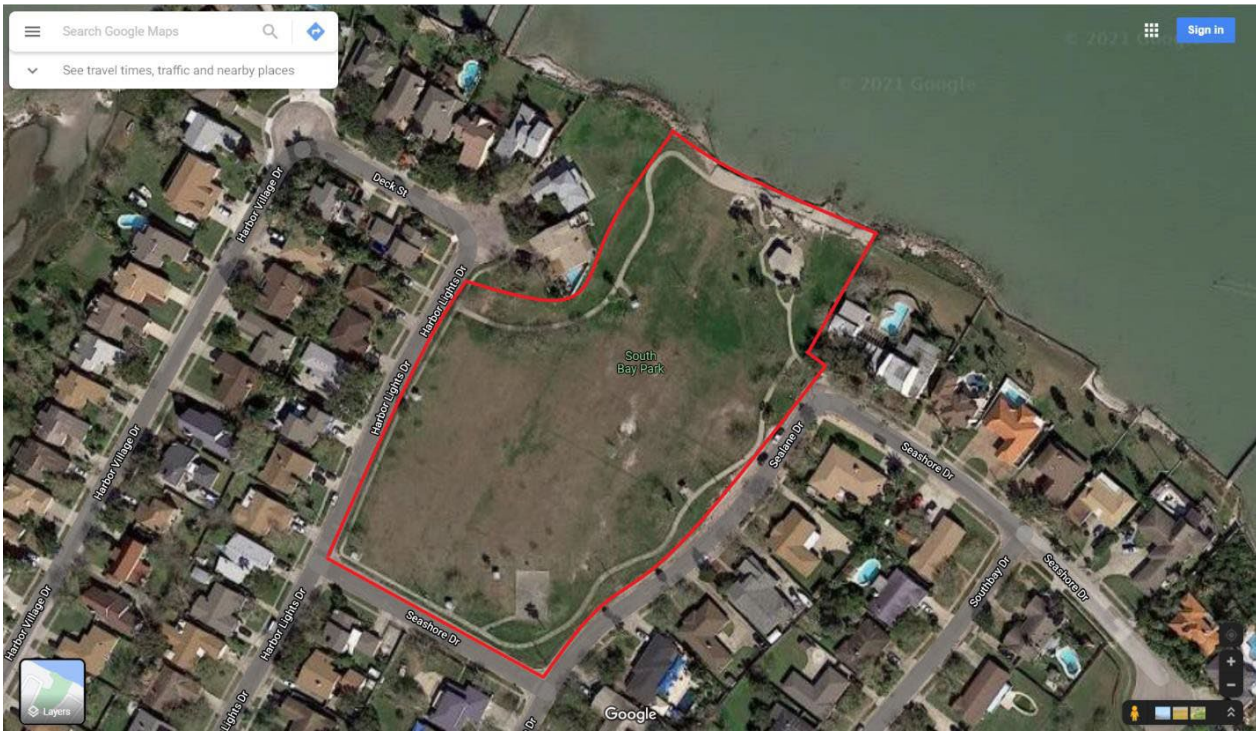
Group 12F-Stonegate Park



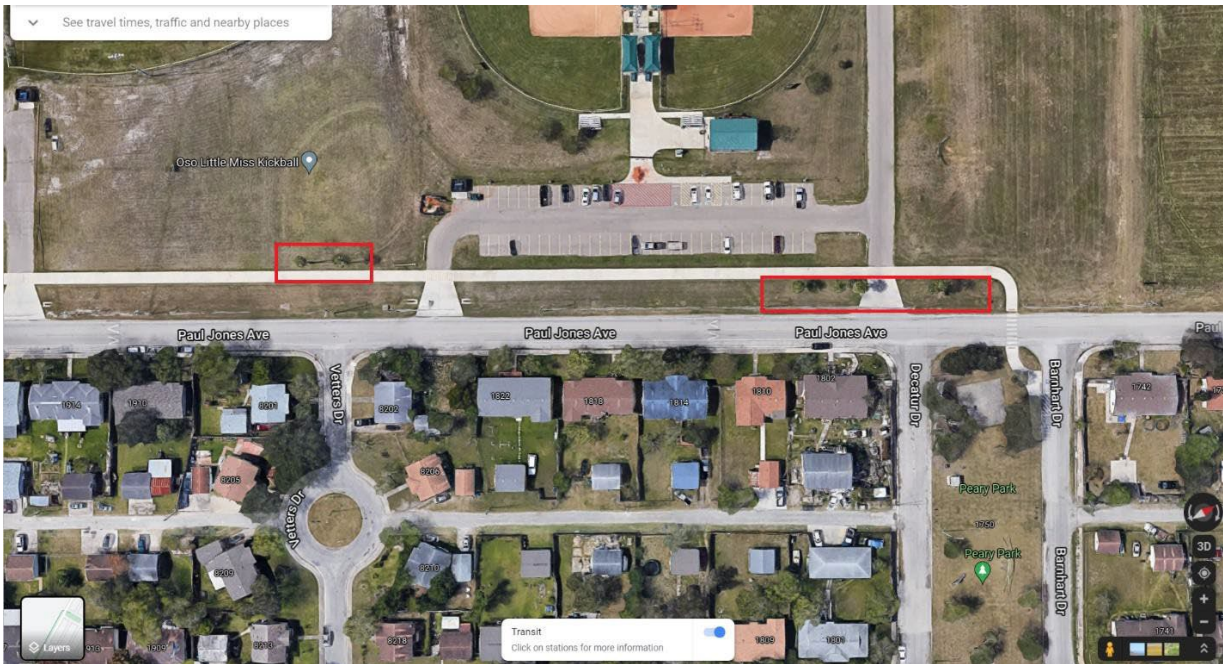
Group 12G-St. Andrews Park



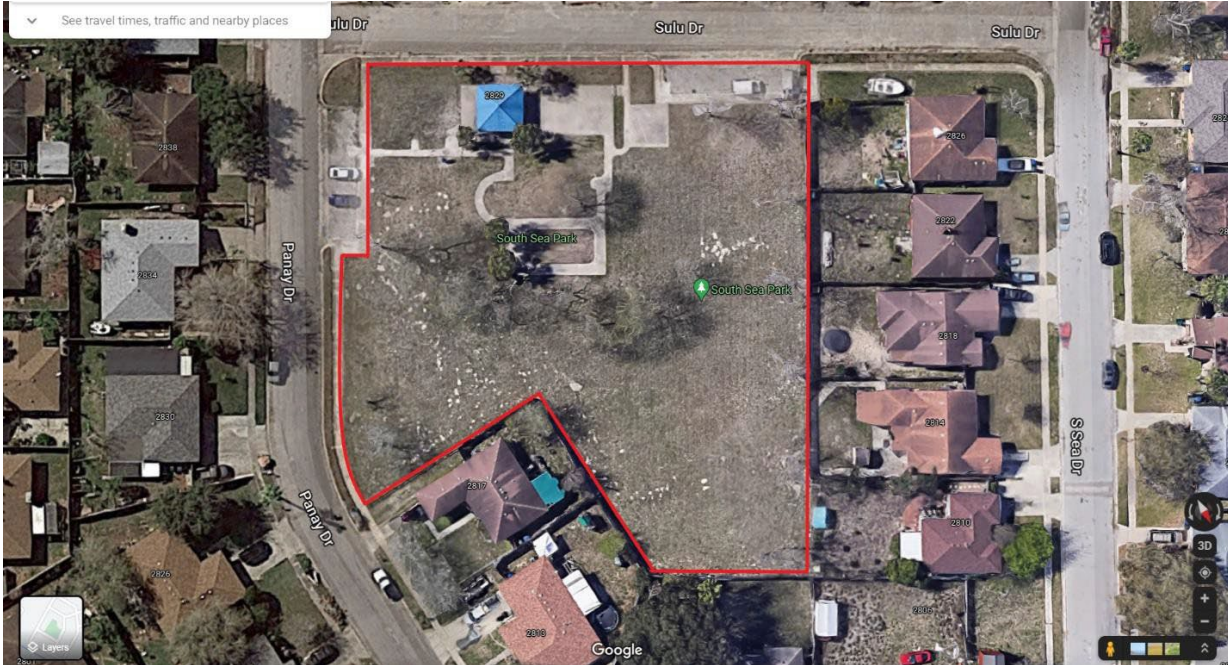
Group 13A-South Bay Park



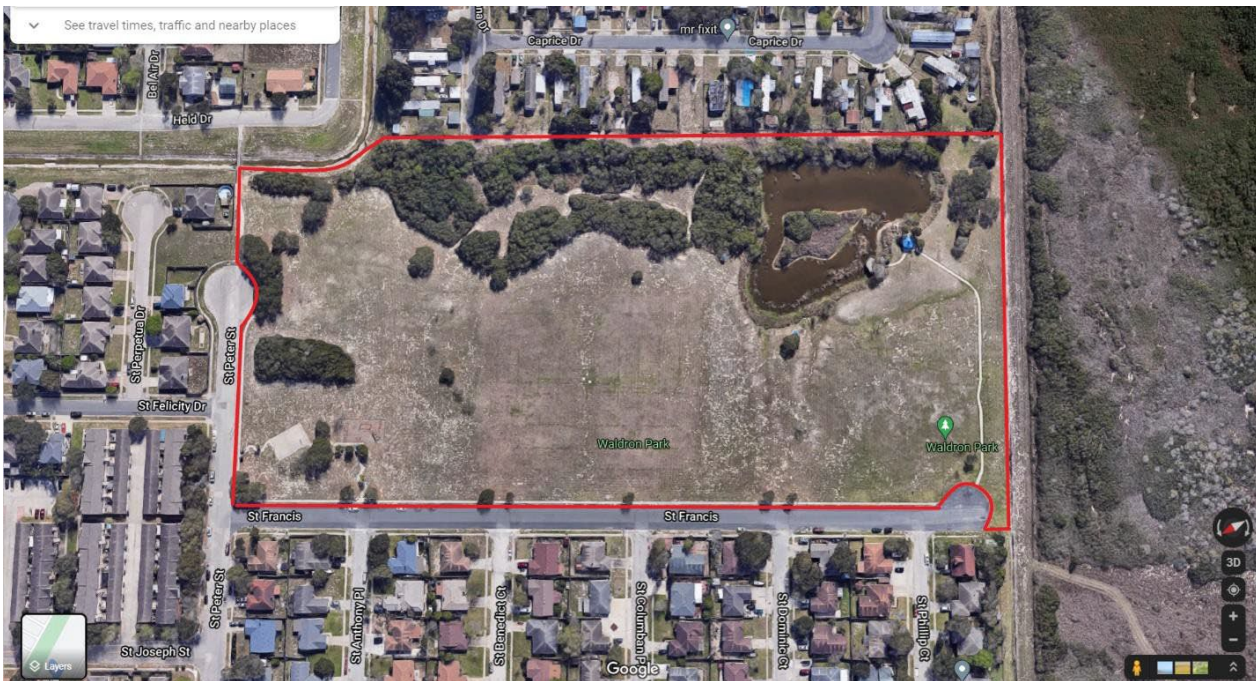
Group 13B-Paul Jones Sports Complex



Group 13C-South Seas Park



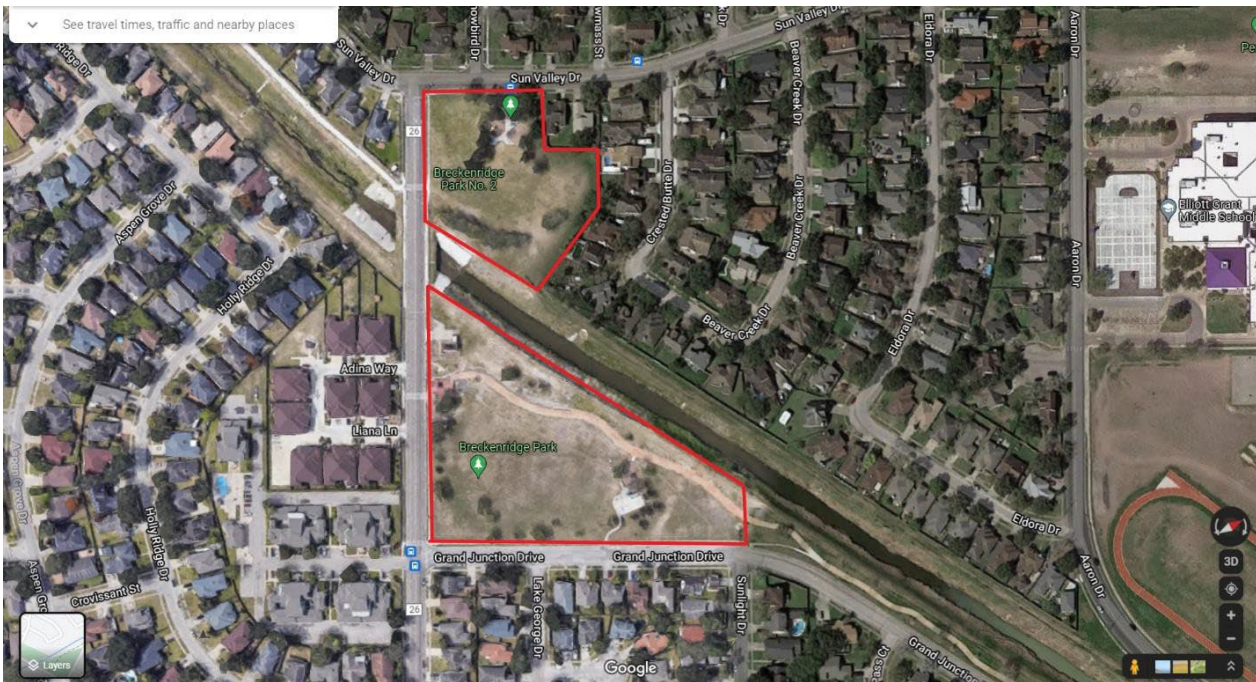
Group 13D-Waldron Park



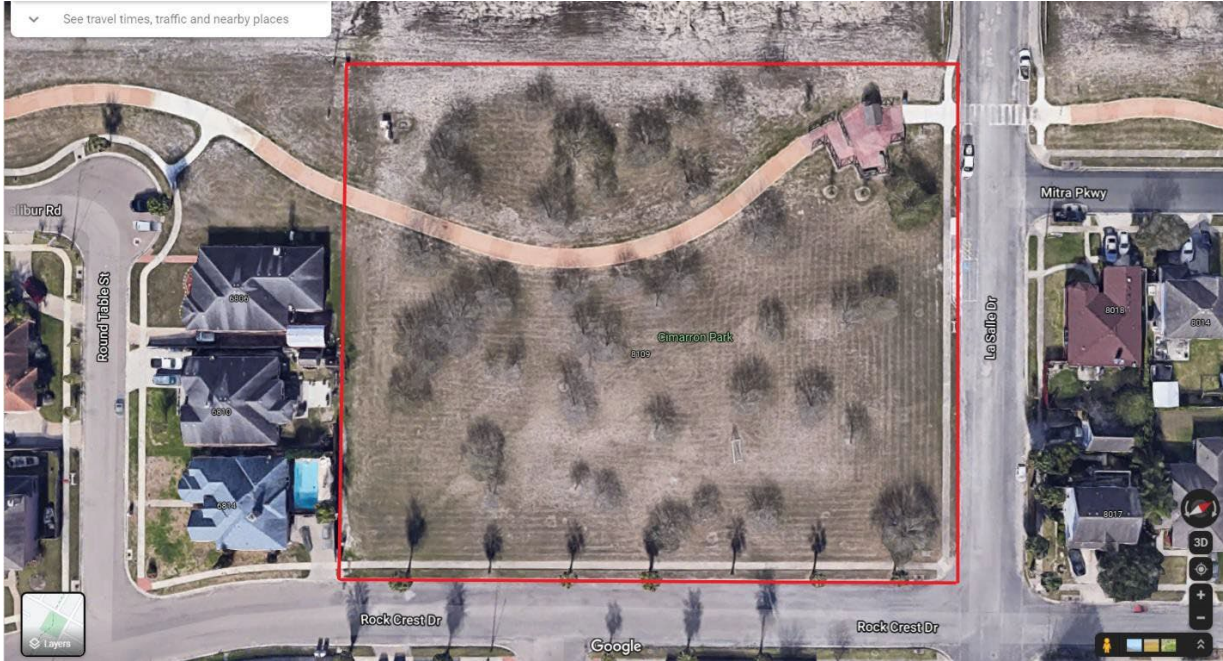
Group 13E-Parker Park



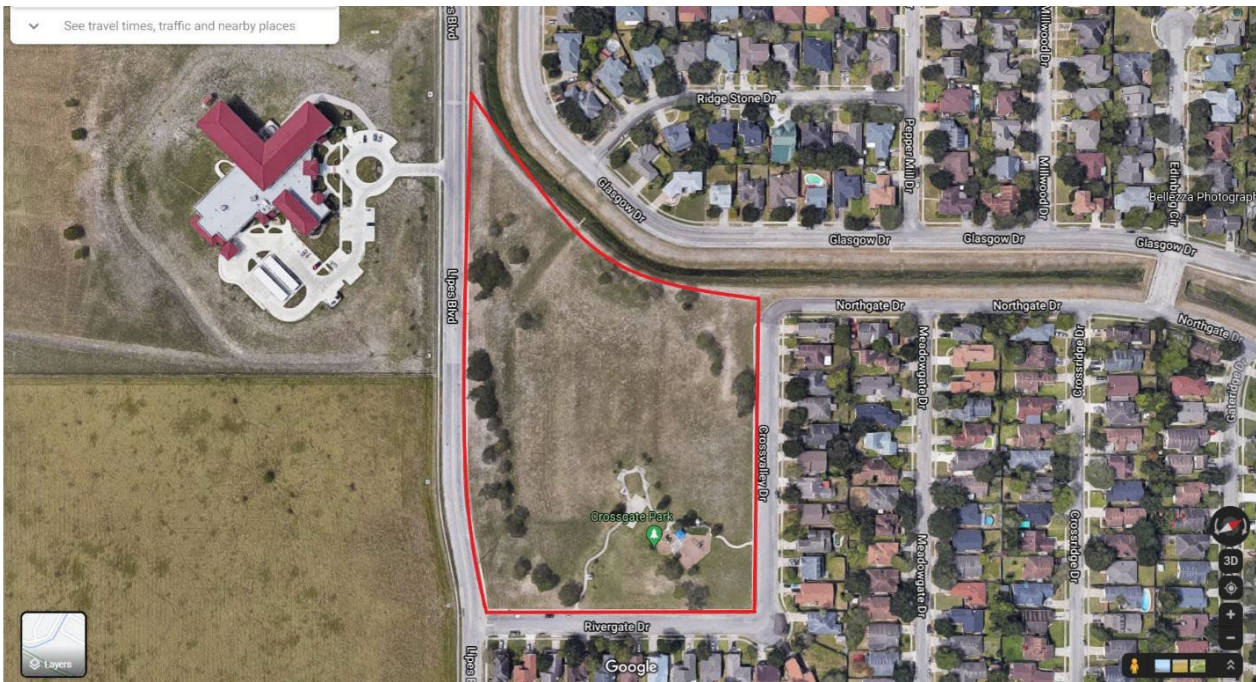
Group 13F-Breckenridge Park



Group 13G-Cimarron



Group 13H-Crossgate Park



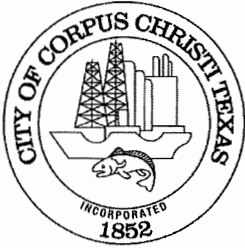
Group 13I-Bill Witt Park



Group 14A-HEB Tennis Center



ATTACHMENT B: BID/PRICING SCHEDULE



**CITY OF CORPUS CHRISTI
CONTRACTS AND PROCUREMENT
BID FORM**

**RFB NO. 5678
PALM TREE TRIMMING SERVICES**

PAGE 1 OF 2

Date: 3-19-24

Bidder: WOODSTOCK TREE SURGEONS Authorized Signature: 

- 1. Refer to "Instructions to Bidders" and Contract Terms and Conditions before completing bid.**
- 2. Quote your best price for each item.**
- 3. In submitting this bid, Bidder certifies that:**
 - a. the prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other Bidder or competitor, for the purpose of restricting competition with regard to prices.
 - b. Bidder is an Equal Opportunity Employer, and the Disclosure of Interest information on file with City's Contracts and Procurement office, pursuant to the Code of Ordinances, is current and true.
 - c. Bidder is current with all taxes due, and company is in good standing with all applicable governmental agencies.
 - d. Bidder acknowledges receipt and review of all addenda for this RFB.

| PALM TREE TRIMMING LOCATIONS | TREES | CYCLE 1 | CYCLE 2 | TOTAL |
|------------------------------|-------|----------------------|----------------------|--------------------------------|
| Group 1 | 138 | \$ 30. ⁰⁰ | N/A | \$ 4,140. ⁰⁰ |
| Group 2 | 355 | \$ 30. ⁰⁰ | \$ 25. ⁰⁰ | \$ 19,525. ⁰⁰ |
| Group 3 | 90 | \$ 30. ⁰⁰ | \$ 25. ⁰⁰ | \$ 4,950. ⁰⁰ |
| Group 4 | 312 | \$ 30. ⁰⁰ | \$ 25. ⁰⁰ | \$ 17,160. ⁰⁰ |
| Group 5 | 141 | \$ 30. ⁰⁰ | \$ 25. ⁰⁰ | \$ 7,755. ⁰⁰ |
| Group 6 | 167 | \$ 30. ⁰⁰ | N/A | \$ 5,010. ⁰⁰ |
| Group 7 | 331 | \$ 30. ⁰⁰ | \$ 25. ⁰⁰ | \$ 18,205. ⁰⁰ |
| Group 8 | 41 | \$ 30. ⁰⁰ | \$ 25. ⁰⁰ | \$ 2,255. ⁰⁰ |
| Group 9 | 139 | \$ 30. ⁰⁰ | N/A | \$ 4,170. ⁰⁰ |
| Group 10 | 29 | \$ 30. ⁰⁰ | N/A | \$ 870. ⁰⁰ |
| Group 11 | 50 | \$ 30. ⁰⁰ | N/A | \$ 1,500. ⁰⁰ |
| Group 12 | 41 | \$ 30. ⁰⁰ | N/A | \$ 1,230. ⁰⁰ |
| Group 13 | 54 | \$ 30. ⁰⁰ | N/A | \$ 1,620. ⁰⁰ |
| Group 14 | 27 | \$ 30. ⁰⁰ | N/A | \$ 810. ⁰⁰ |
| GRAND TOTAL | | | | \$ 89,200.⁰⁰ |

ATTACHMENT C: INSURANCE AND BOND REQUIREMENTS

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor Agency to commence work until all similar insurance required of any subcontractor Agency has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation is required on all applicable policies. **Endorsements** must be provided with COI. Project name and or number must be listed in Description Box of COI.

| TYPE OF INSURANCE | MINIMUM INSURANCE COVERAGE |
|---|--|
| Commercial General Liability Including: <ol style="list-style-type: none"> 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury | \$1,000,000 Per Occurrence |
| AUTO LIABILITY (including) <ol style="list-style-type: none"> 1. Owned 2. Hired and Non-Owned 3. Rented/Leased | \$500,000 Combined Single Limit |
| WORKERS' COMPENSATION EMPLOYER'S LIABILITY | Statutory \$500,000 /\$500,000 /\$500,000 |

- C. In the event of accidents of any kind related to this agreement, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide 30 calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than 10 calendar days advance written notice for nonpayment of premium.
- E. Within 5 calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

2023 Insurance Requirements

Ins. Req. Exhibit **4-B**

Contracts for General Services – Services Performed Onsite

05/10/2023 Risk Management – Legal Dept.

ATTACHMENT C-1

RELEASE OF LIABILITY AND COVENANT NOT TO SUE

STATE OF TEXAS §
COUNTY OF NUECES §

This **release of liability and covenant not to sue** ("**Release**") is executed on the date indicated below and is entered into for the purpose of releasing the City of Corpus Christi and its officers, officials, employees, representatives, agents, and volunteers (collectively, the "City") from any and all liability whatsoever arising out of, caused by, or in any way connected with, either proximately or remotely, wholly or in part, participation by **Rolland George Hyatt, Jr.** ("Contractor"), an individual, in providing services to and for the City, which is the subject of the attached contractual agreement ("Agreement") between the City and Rolland George Hyatt, Jr.

This Release serves to relinquish and forever waive certain legal rights to which Contractor may be entitled by law or in equity. As such, Contractor is encouraged to consult with an attorney of his/her own choosing and at Contractor's sole expense prior to signing this document; however, Contractor may voluntarily choose to sign this Release without obtaining such consultation.

I, Rolland George Hyatt, Jr./Contractor, in exchange for the City allowing me to forego the condition of providing workers' compensation insurance coverage (which includes covering myself or obtaining a separate health policy covering myself) as a requirement of the Agreement, do hereby voluntarily enter into the following covenants:

1. I acknowledge that the capacity in which I will be participating in the Agreement is that of an independent contractor and not as an employee or agent of the City. I further understand that, as an independent contractor, I will receive no workers' compensation benefits, health benefits, disability benefits, nor other insurance benefits of any kind which might be available to full-time employees of the City and that, as an independent contractor, I am fully responsible for incurring the cost of and paying for any medical services that I may require during the term of the Agreement;
2. I acknowledge and understand that there may be risks involved in participating in the Agreement, I voluntarily and knowingly assume any and all such risks, and I shall rely solely on myself and not the City in determining what those risks are and the extent of and exposure to the risks involved. I understand and agree that I am participating in this Agreement at my own risk, and I hereby release, waive, and in all ways relinquish any and all present and future claim(s) against the City that I, my heirs, successors, permitted assigns, or any other person or entity (as used collectively here and hereinafter as "I") may assert, have, or acquire as a result of any bodily injury (including serious injury resulting in death), property damage, or loss of any kind whatsoever to myself or to my real or personal property arising out of, resulting from, or in any way connected with my participation in the Agreement between myself and the City;
3. I hereby release the City from all liability and waive and relinquish any and all such claims which may arise, and I further covenant not to file any lawsuits against nor join in any lawsuits with others to sue the City for any such claim, injury, loss, damage, or expense from participating in the Agreement regardless of whether the same may arise,

result from, or be caused by any negligence or gross negligence of the City;

4. I acknowledge that the services I provide pursuant to the Agreement may occur on real property located in the City of Corpus Christi, Nueces County, Texas, and that may be owned, leased, controlled, or managed by the City. Further, I acknowledge that my services under the Agreement may, at times, be performed with tools, equipment, and other personal property owned, leased, controlled, or managed by the City. By execution of this Release, it is my express intention to completely absolve the City of all potential liability caused by, arising out of, or incident to my performance of services on City real property and that may be performed with tools, equipment, or other personal property of the City;

5. I desire and agree that this Release shall apply to any and all activities during or in any way connected with my individual participation in the Agreement and my performance under such Agreement;

6. I agree that this Release shall be governed by and be enforceable under the laws of the State of Texas. Venue shall lie in Nueces County, Texas, where the Agreement is performed and my services are provided;

7. I acknowledge and fully understand that I am required by State law to provide workers' compensation coverage for any person(s) that I employ who participate in providing or performing any of the services under the Agreement and agree to so obtain the required workers' compensation coverage as mandated under this Agreement; and

8. I hereby acknowledge that I have been informed in writing that I may consult an attorney prior to signing this Release. I have carefully and thoroughly read the foregoing provisions of this Release of Liability and Covenant Not to Sue and, intending to be legally bound, voluntarily accept each of its terms and conditions and willingly agree to the covenants to which I am bound.

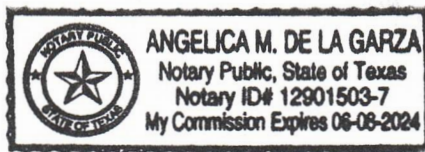
EXECUTED this 24th day of MAY, 2024.

Rolland George Hyatt, Jr.
Rolland George Hyatt, Jr.

STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on May 24, 2024, by Rolland George Hyatt, Jr.

Angelica M. De La Garza
Notary Public's Signature



ATTACHMENT D: WARRANTY REQUIREMENTS

No warranty is required for this Service Agreement.