

SERVICE AGREEMENT NO. 3891

Palm Tree Trimming Services for Parks and Recreation

THIS **Palm Tree Trimming Services for Parks and Recreation Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and M&S Tree Service, LLC ("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 for Parks and Recreation in response to Request for Bid/Proposal No. 3891 ("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 for Parks and Recreation ("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) This Agreement is for twenty-four months. The parties may mutually extend the term of this Agreement for up to three 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, 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 basis for up to six months with compensation set based on the amount listed in Attachment B for the Term or the final Option Period. The Contractor may opt out of this continuing term by providing notice to the City at least 30 days prior to the expiration of the Term or final Option Period. During the month-to-month term, 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 \$133,796.00, 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. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next Option Period.

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, Texas 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:

Roberta Rodriguez
Parks and Recreation
361-826-3316
RobertaO@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.** 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.
- 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
Attn: Roberta Rodriguez
Contracts and Funds Administrator
Address: 1201 Leopard St., Corpus Christi, TX 78401
Phone: 361-826-3316

IF TO CONTRACTOR:

M&S Tree Service, LLC
Attn: Ermilo Navarro
Title: Owner
Address: P.O. Box 1348, Portland, Texas 78374
Phone: 361-548-4857

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, 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, MISCONDUCT, 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 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. Contractor agrees to provide a copy of the owner’s manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.

- 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 form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 26. Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

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.

CONTRACTOR

Signature:  _____
DocuSigned by:
6A65A033B7E0400...

Printed Name: Ermilo Navarro

Title: Owner

Date: 12/1/2021

CITY OF CORPUS CHRISTI

Josh Chronley
Assistant Director, Contracts and Procurement

Date: _____

Attached and Incorporated by Reference:

- Attachment A: Scope of Work
- Attachment B: Bid/Pricing Schedule
- Attachment C: Insurance and Bond Requirements
- Attachment D: Warranty Requirements

Incorporated by Reference Only:

- Exhibit 1: RFB/RFP No. 3891
- Exhibit 2: Contractor's Bid/Proposal Response

ATTACHMENT A – SCOPE OF WORK

General Requirements/Background Information

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

4.1 Scope of work – Palm Tree Trimming

- A. The Contractor shall trim all palm trees in Groups 1, 6, 9, 10, 11, 12, and 13 once per year and Groups 2, 3, 4, 5, 7 and 8 twice per year. See Exhibit "A" for list and maps. Note: The "A" designation behind each Group Number on the Bid Form in Section 5 represents the second trimming of that Group.
- 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.

4.2 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 in 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:
 - 1. No use of chain saws, pole saws, motor scooters and other small engines will be allowed.
 - 2. 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.
 - 3. 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.

4.3 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.

4.4 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.

4.5 Hauling and Disposing

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

4.6 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 Contractor and all related employees shall attend an orientation prior to beginning any work.

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

4.7 Security and Protection of Property

- A. Security Requirements:
1. The Contractor shall maintain and abide by the security measures at all locations including locking gates when leaving the sites.
 2. 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:
1. 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, he shall restore at his own expense the damaged property to a condition similar or equal to that existing before such damage was done, or he shall make good such damage in all acceptable manner.

2. All damages which are not repaired or compensated for by the Contractor will be repaired or compensated for by 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.

4.8 Notifications and Inspections

- A. Each Monday morning prior to 8:00 a.m., 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 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 subcontractors, 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 would 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 trees found to be dead due to improper trimming with plant material of identical species at the Contractor's expense. Replacement trees shall 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 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.

EXHIBIT A

Location and Palm Tree Count

Palm Trees cut once per year					
Palm Trees cut twice per year					
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	81		
B	Doudon	May - Jun	44		
C	Ulberg	May - Jun	11		
D	Aquarius	May - Jun	5		
E	Commodore	May - Jun	9		
F	Packery Channel	May - Jun	4		
G	Windward Parking Lot	May - Jun	5		
I	Park Rd 22	May - Jun	150		
J	Ennis Joslin	May - Jun	9		
			318		
Group 2 - Serviced Twice A year		1st Round		2nd Round	
A	Ocean Drive	Mar - Apr	230	Aug-Sept	230
B	Shoreline (Oleander Point to I-37)	Mar - Apr	98	Aug-Sept	98
C	Cole Park	Mar - Apr	129	Aug-Sept	129
D	Oleander Point	Mar - Apr	53	Aug-Sept	53
			510		510
Group 3 - Serviced Twice A year		1st Round		2nd Rnd	
A	Poenish	Mar - Apr	12	Aug-Sept	12
B	Ropes	Mar - Apr	16	Aug-Sept	16
C	Palmetto	Mar - Apr	13	Aug-Sept	13
D	Swanter	Mar - Apr	19	Aug-Sept	19
E	Doddridge	Mar - Apr	6	Aug-Sept	6
F	Retama Library	Mar - Apr	10	Aug-Sept	10
G	City Hall	Mar - Apr	14	Aug-Sept	14
			90		90
Group 4 - Serviced Twice A year		1st Round		2nd Rnd	
A	CC Museum	Mar - Apr	35	Aug-Sept	35
B	Harbor Playhouse	Mar - Apr	33	Aug-Sept	33
C	Asian Art Center/Visitor Center	Mar - Apr	21	Aug-Sept	21

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
			335		335

Group 5 - Serviced Twice A year

1st Round

2nd Rnd

A	Sister City	Mar - Apr	157	Aug-Sept	157
B	Lot 10	Mar - Apr	6	Aug-Sept	6
C	Lot 5	Mar - Apr	14	Aug-Sept	16
D	Lot 6	Mar - Apr	14	Aug-Sept	14
			191		193

Group 6 - Serviced Once A Year

1st Round

A	Lawrence T-Head	Mar - Apr	48		
B	People T-Head	Mar - Apr	69		
C	Upper Broadway	Mar - Apr	52		
D	Cooper's Alley	Mar - Apr	11		
E	Artesian Park	Mar - Apr	9		
			189		

Group 7 - Serviced Twice A year

1st Round

2nd Rnd

A	Emeral Beach	Mar - Apr	11	Aug-Sept	11
B	Sherill	Mar - Apr	90	Aug-Sept	90
C	Old City Hall	Mar - Apr	124	Aug-Sept	124
D	McCaughan	Mar - Apr	203	Aug-Sept	203
E	Art Center	Mar - Apr	13	Aug-Sept	13
			441		441

Group 8 North Beach - Serviced Twice A year

1st Round

2nd Rnd

A	Burleson Parking Lot	April - May	4	Aug-Sept	4
B	Central Restrooms	April - May	7	Aug-Sept	7
C	Dolphin Park	April - May	6	Aug-Sept	6
D	Kiwanis Park	April - May	8	Aug-Sept	8
E	Lexington Parking Lot	April - May	22	Aug-Sept	22
F	Timon Blvd Medians	April - May	85	Aug-Sept	85
G	Surfside Park	April - May	15	Aug-Sept	15
			147		147

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	10
G	Block 19	May - Jun	11
H	Block 20	May - Jun	8
I	Block 22	May - Jun	10
J	Block 23	May - Jun	8
K	Block 24	May - Jun	8
L	Block 25	May - Jun	4
M	Block 26	May - Jun	15
N	Block 27	May - Jun	9
O	Block 28	May - Jun	7
P	Block 29	May - Jun	7
Q	Block 31	May - Jun	1
R	Block 32	May - Jun	1
S	Block 33	May - Jun	3
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 39	May - Jun	1
Y	Block 40	May - Jun	0
Z	Block 42	May - Jun	5
Aa	Block 43	May - Jun	3
Ab	Block 46	May - Jun	9
Ac	Block 47	May - Jun	15
Ad	Block 48	May - Jun	4
Ae	Block 49	May - Jun	4

173**Group 10 - Serviced Once A Year****1st Round**

A	West Guth	Jun-July	1
B	Tom Graham	Jun-July	3
C	Westchester	Jun-July	11
D	Glen Royal	Jun-July	1
E	Chiquito	Jun-July	1
F	Joe Garza Park	Jun-July	3
G	Dr. H. J. Williams	Jun-July	1
H	Park & Rec Annex	Jun-July	2
I	Oveal Williams Sr.	Jun-July	12
J	South Bluff	Jun-July	3

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Group 11 - Serviced Once A Year		1st Round	
A	Louisiana Parkway	Jun-July	3
B	Lindale	Jun-July	11
C	Belaire	Jun-July	1
D	Collier	Jun-July	4
E	Vanderbilt	Jun-July	1
F	San Diego	Jun-July	4
G	Health Complex	Jun-July	19
H	John Jones	Jun-July	7
I	Moody	Jun-July	6
			56

Group 12 - Serviced Once A Year		1st Round	
A	Garden Sr. Center	Jun-July	3
B	Cullen	Jun-July	3
C	Oso Place Park	Jun-July	1
D	South Pope	Jun-July	4
E	Neyland Library	Jun-July	10
F	Malibu	Jun-July	5
G	Stonegate	Jun-July	10
H	St. Andrews	Jun-July	16
			52

Group 13 - Serviced Once A Year		1st Round	
A	South Bay	Jun-July	13
B	Paul Jones Sports Complex	Jun-July	7
C	Sgt. J. D. Bock	Jun-July	2
D	South Seas	Jun-July	8
E	Waldron	Jun-July	7
F	Parker	Jun-July	5
G	Breckenridge	Jun-July	4
H	Cimarron	Jun-July	7
I	Crossgate	Jun-July	2
J	Bill Witt	Jun-July	3
			58

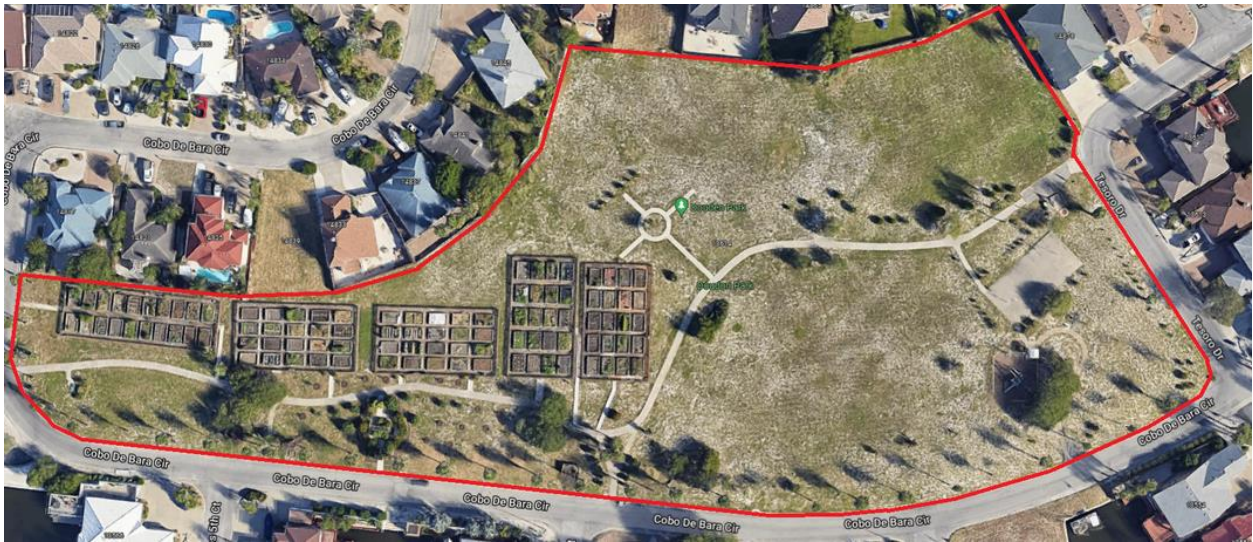
Total 1st Round	2598
Total 2nd Round	1716
Total Serviced for the year	4314

Palm Tree Trimming Services Maps

Group 1A – Billish Park



Group 1B – Doudon Park



Group 1C – Ulberg Park



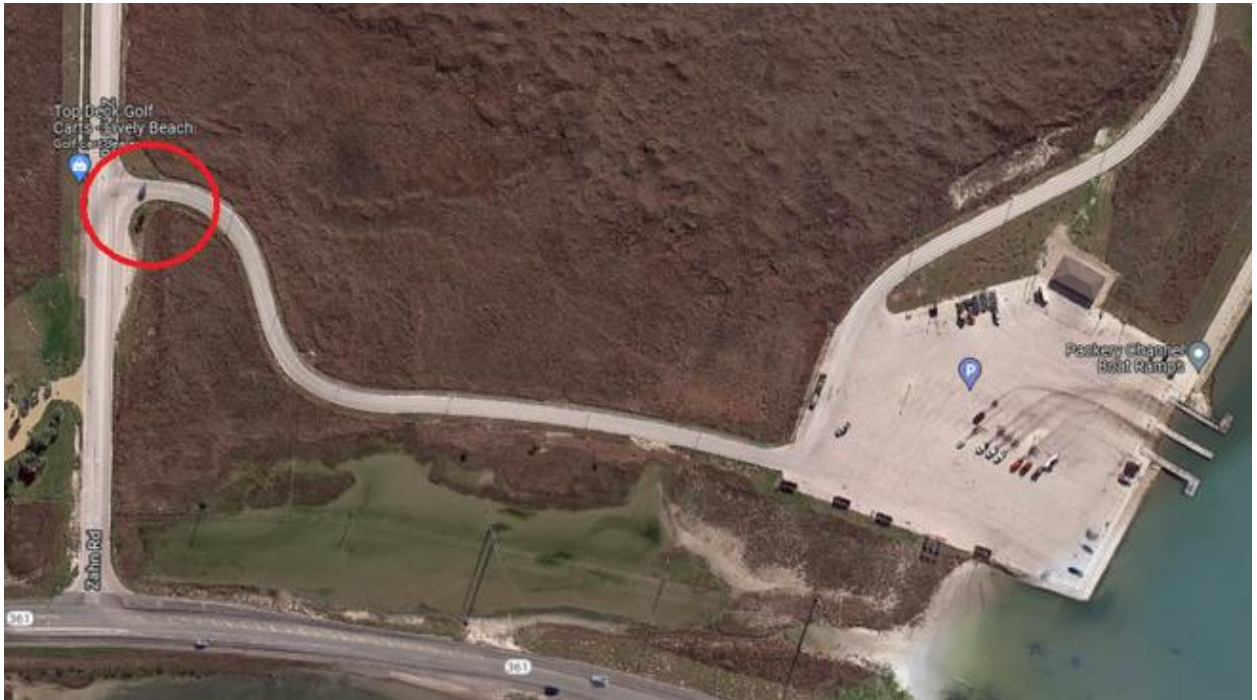
Group 1D – Aquarius Park



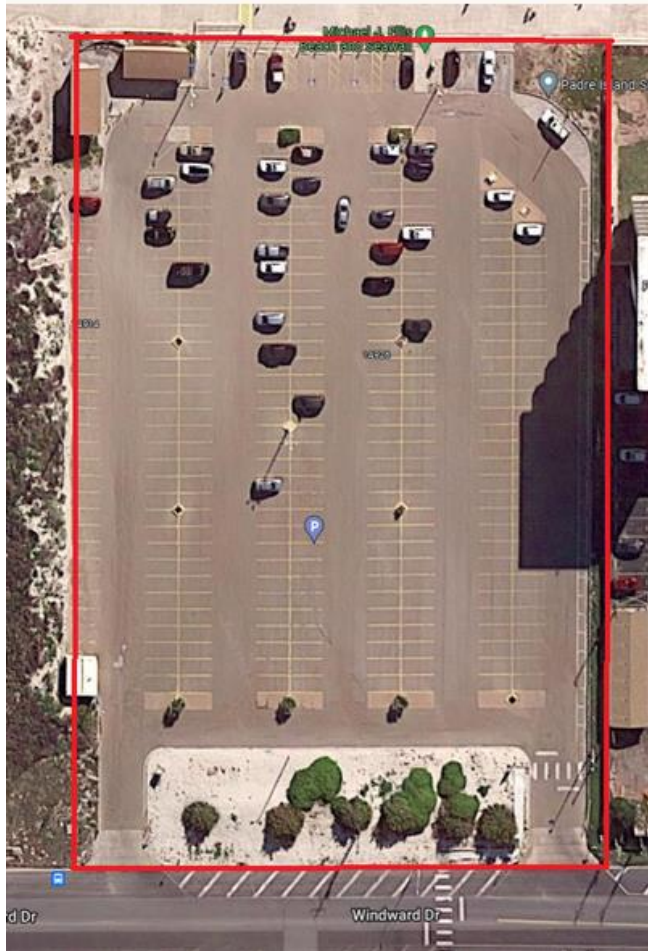
Group 1E – Commodore Park



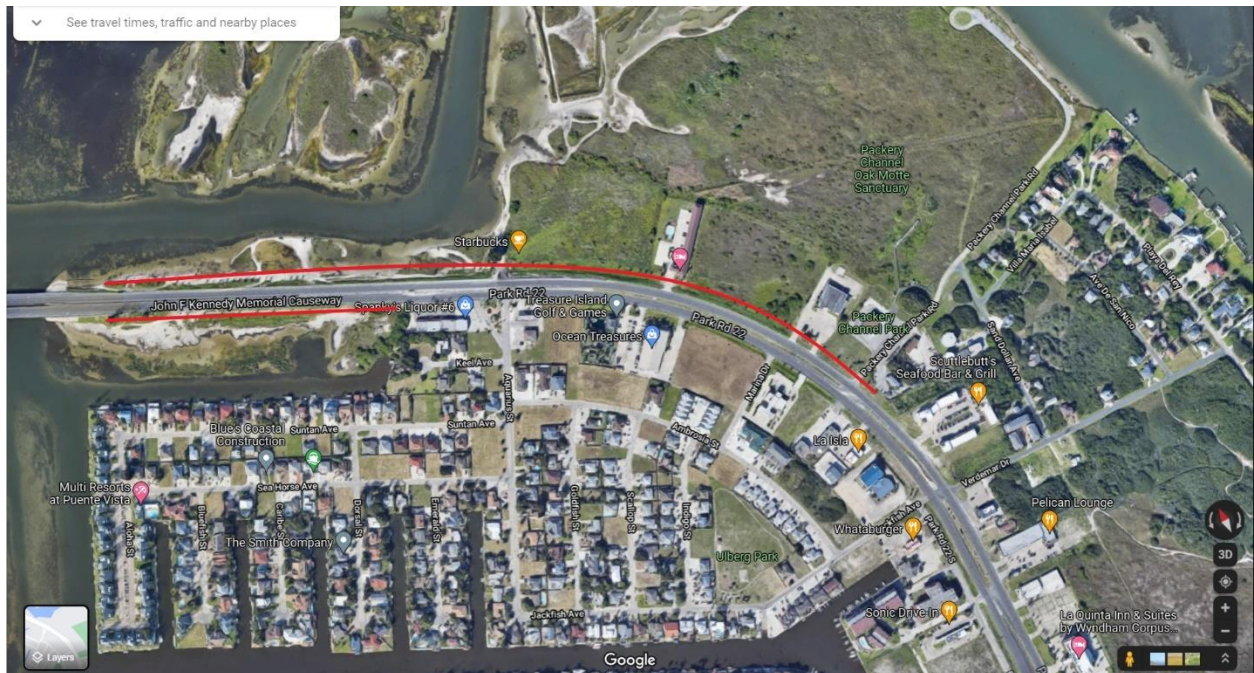
Group 1F – Packery Channel



Group 1G – Windward Parking Lot



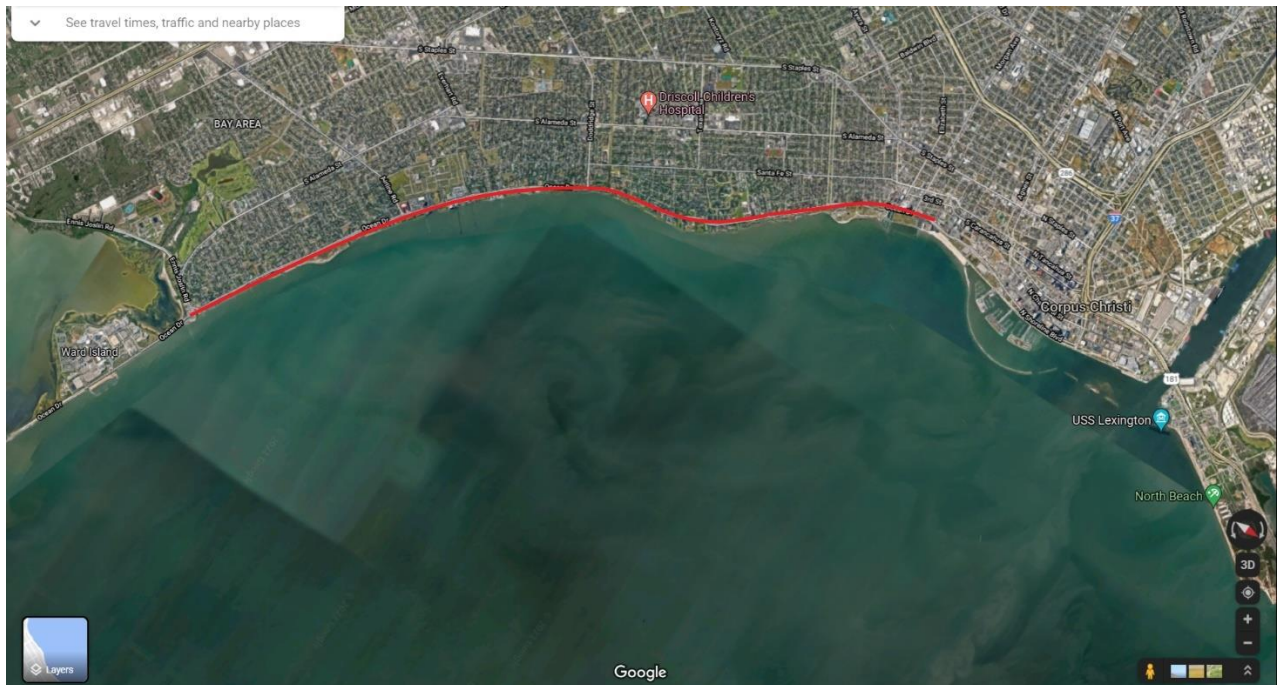
Group 1I – Park Rd 22



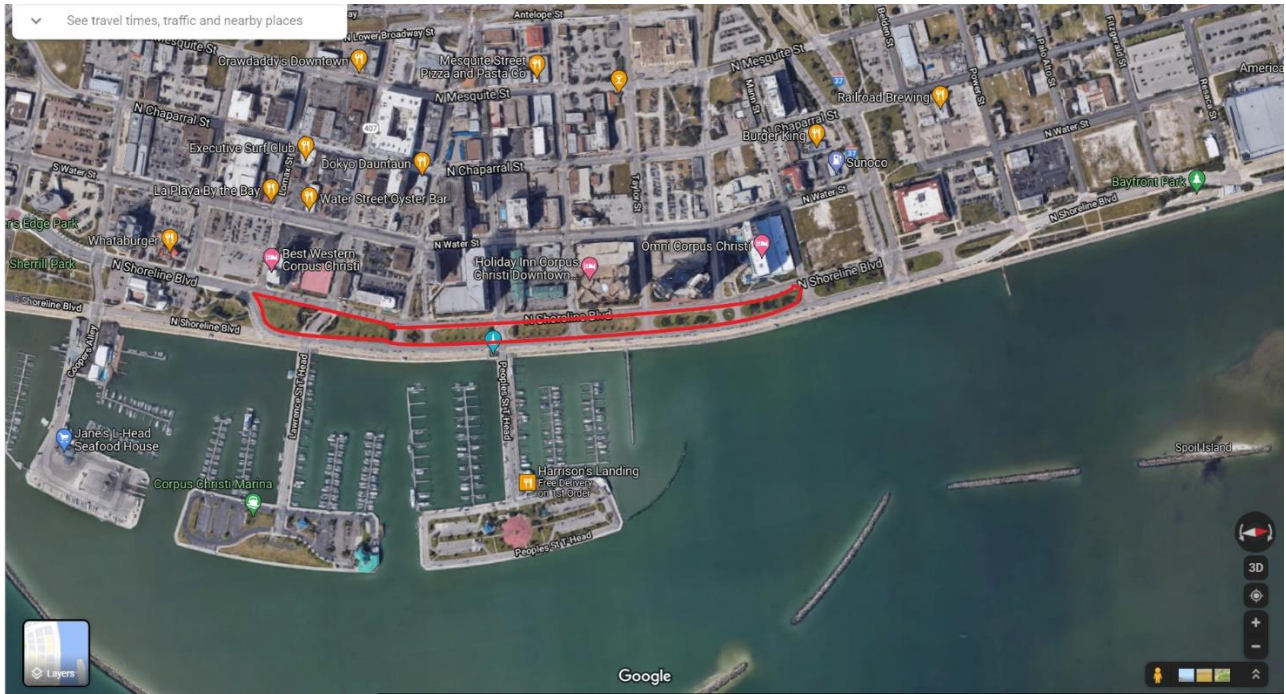
Group 1J – Ennis Joslin



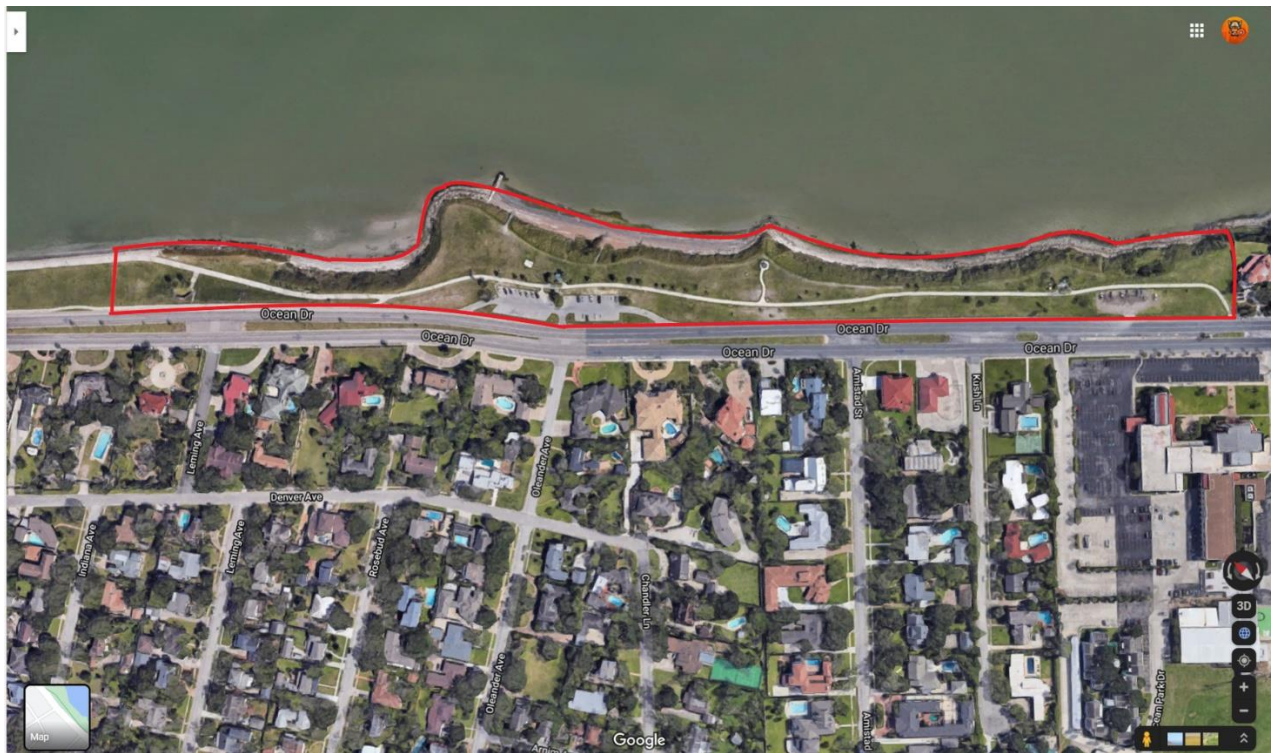
Group 2A – Ocean Drive



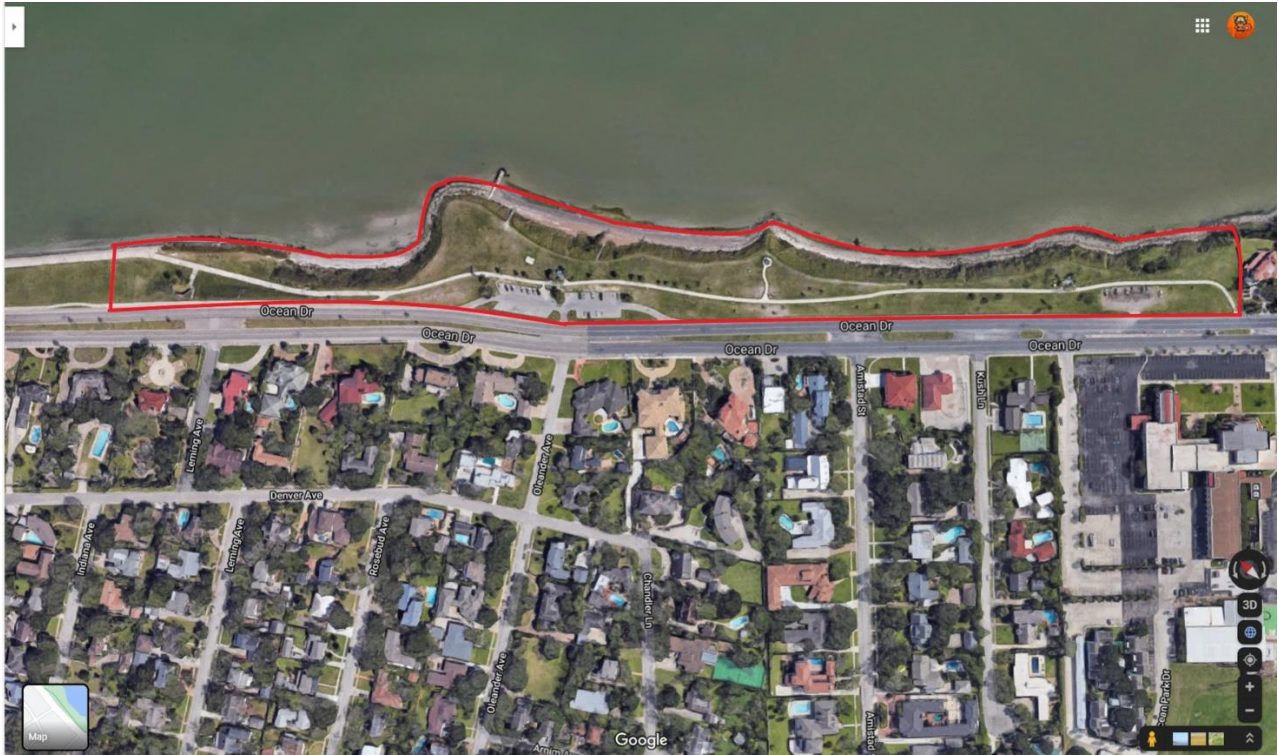
Group 2B – Shoreline (Art Center to I-37)



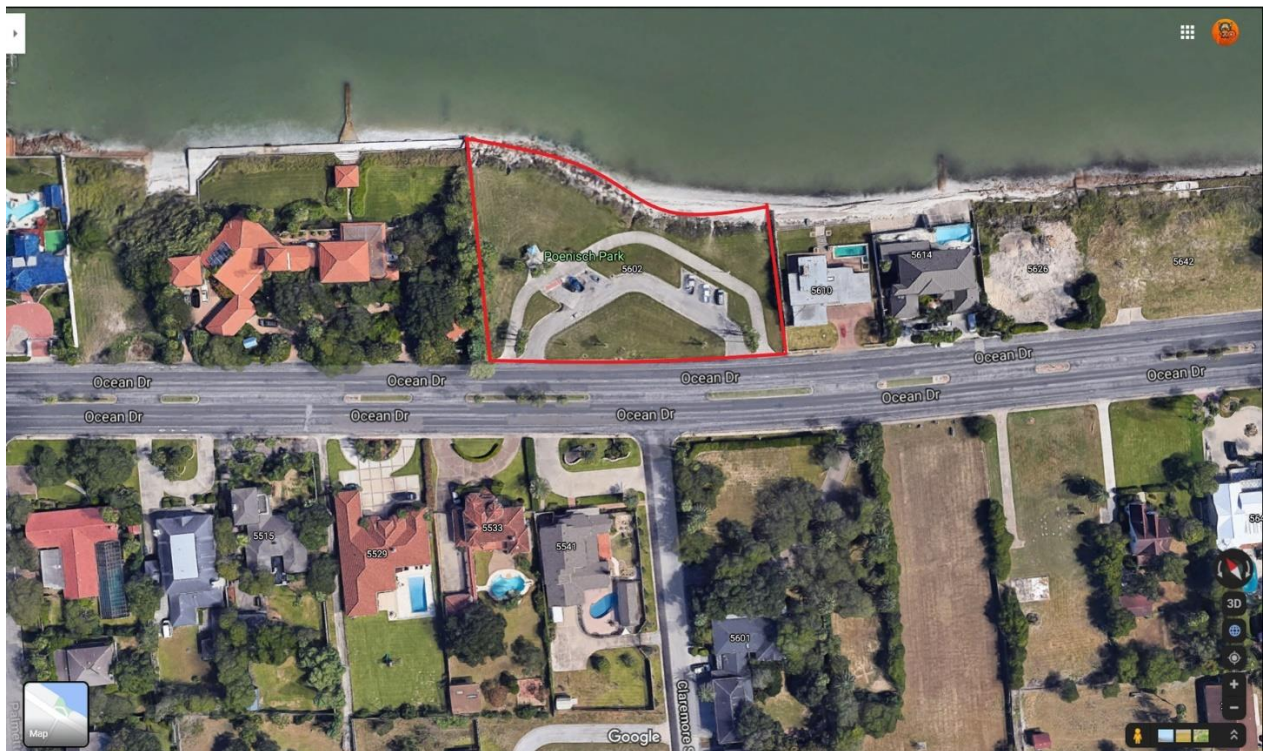
Group 2C – Cole Park



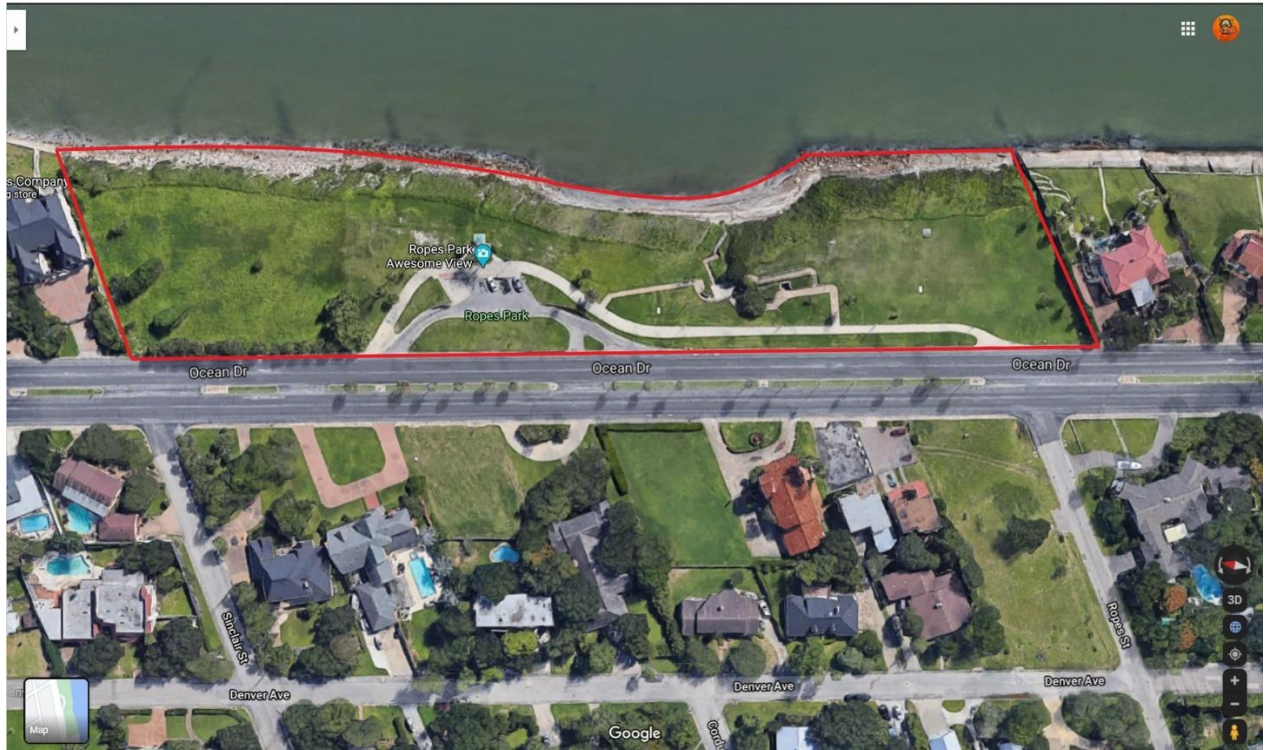
Group 2D – Oleander Point



Group 3A – Poenish



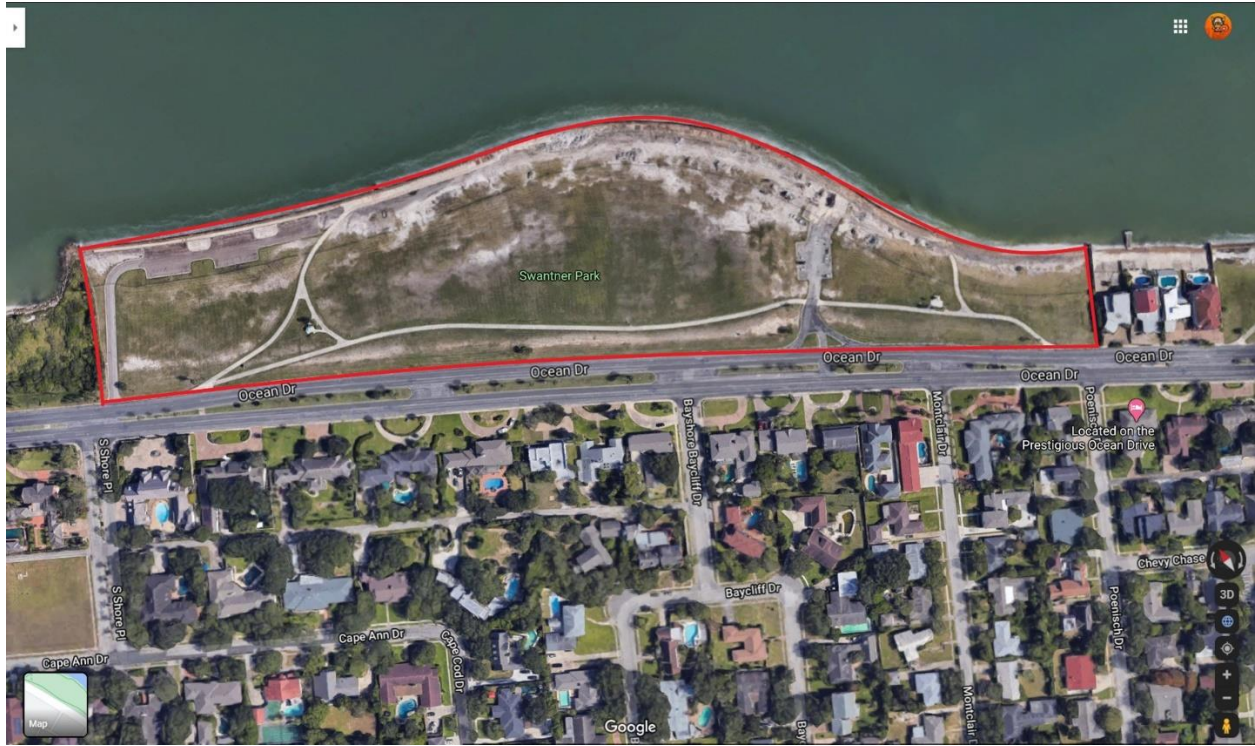
Group 3B – Ropes



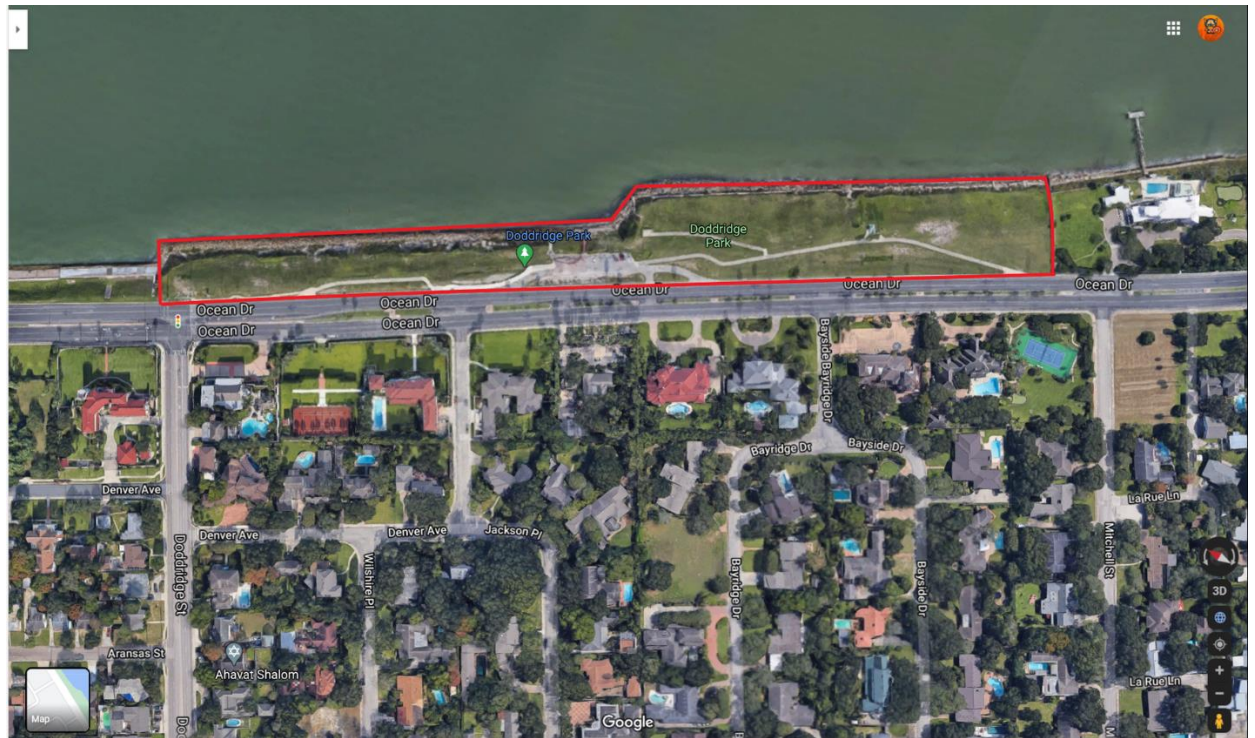
Group 3C – Palmetto



Group 3D – Swantner



Group 3E – Doddridge



Group 3F – Retama Library



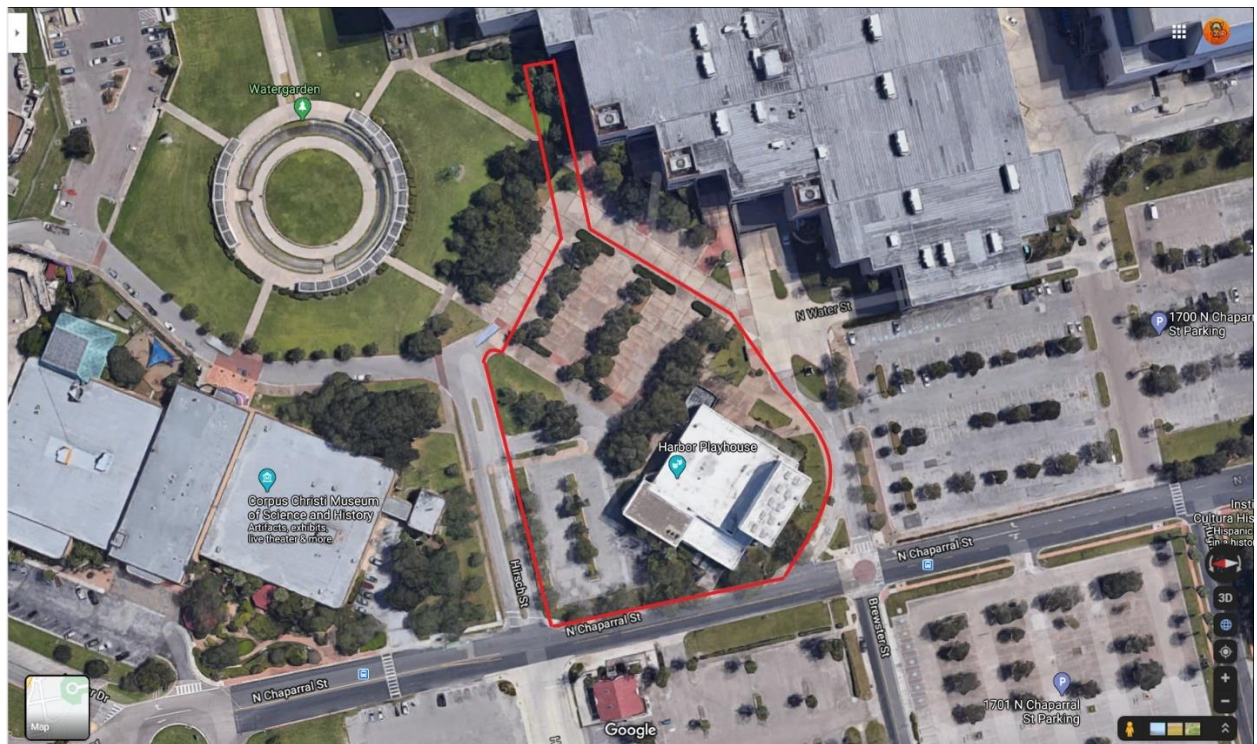
Group 3G – City Hall



Group 4A – Corpus Christi Museum



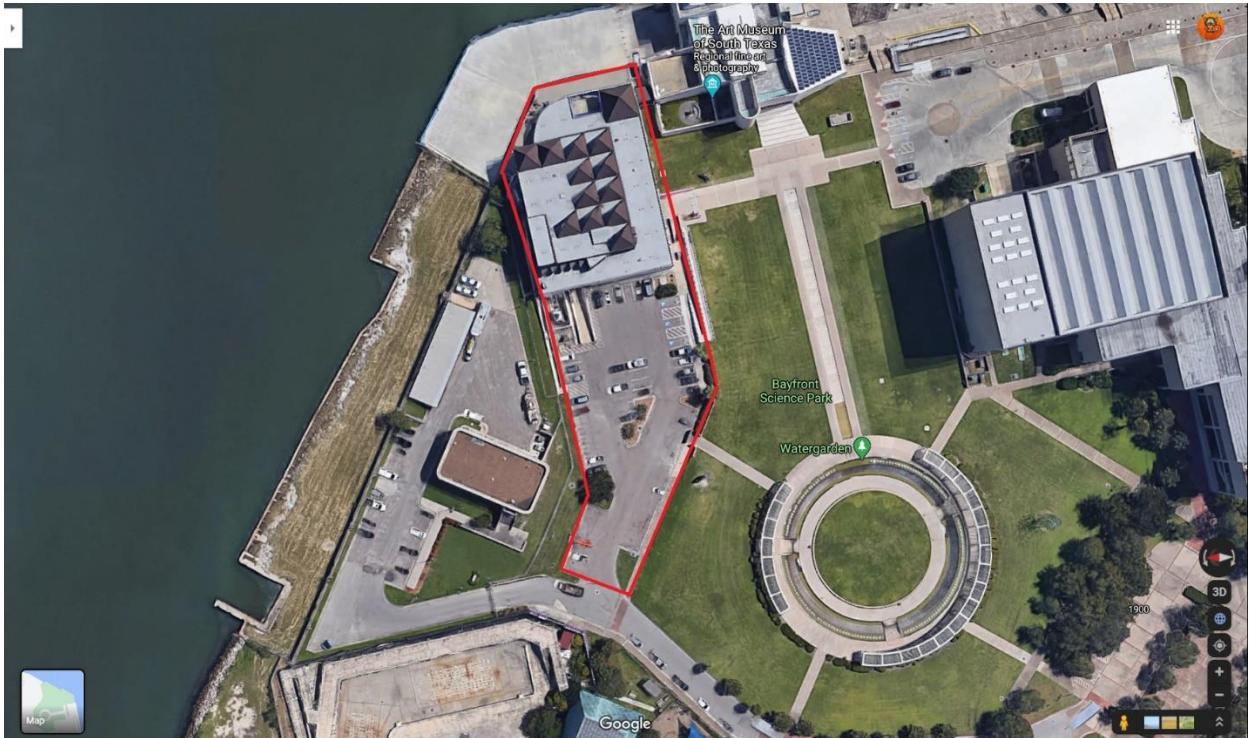
Group 4B – Harbor Playhouse



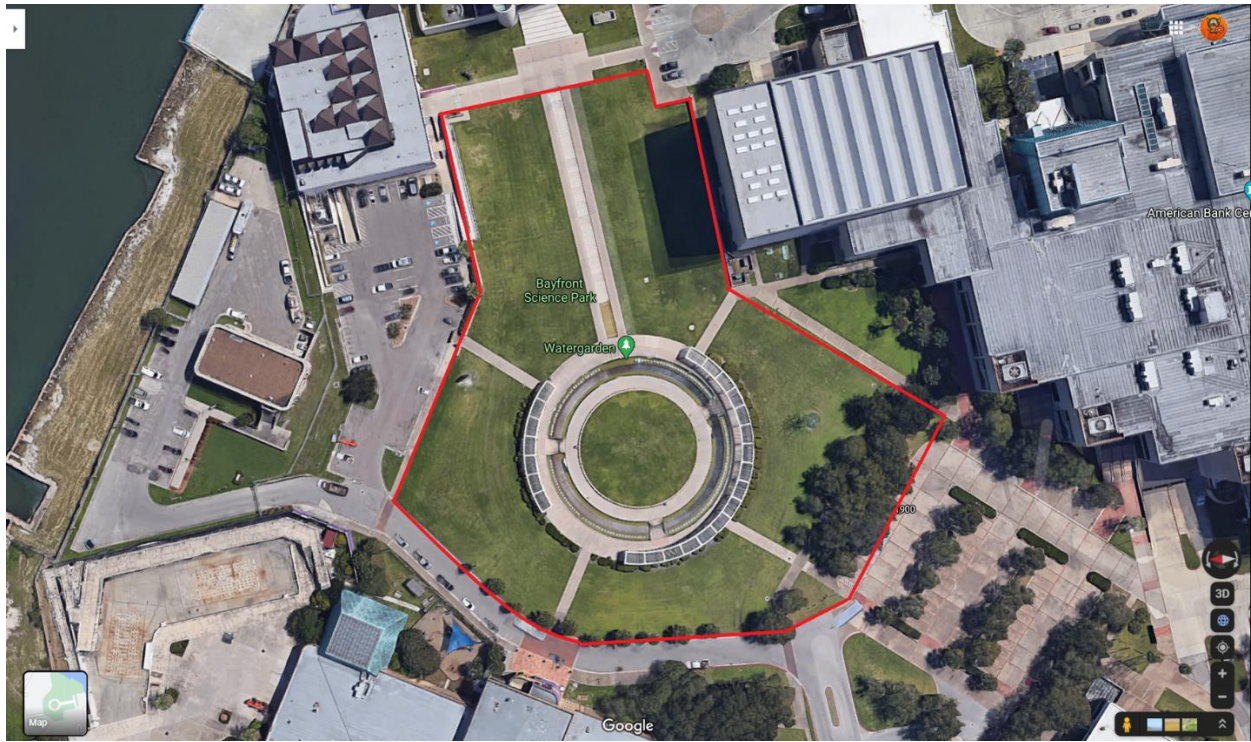
Group 4C – Asian Art Center/Buccaneer Commission



Group 4D – Art Museum



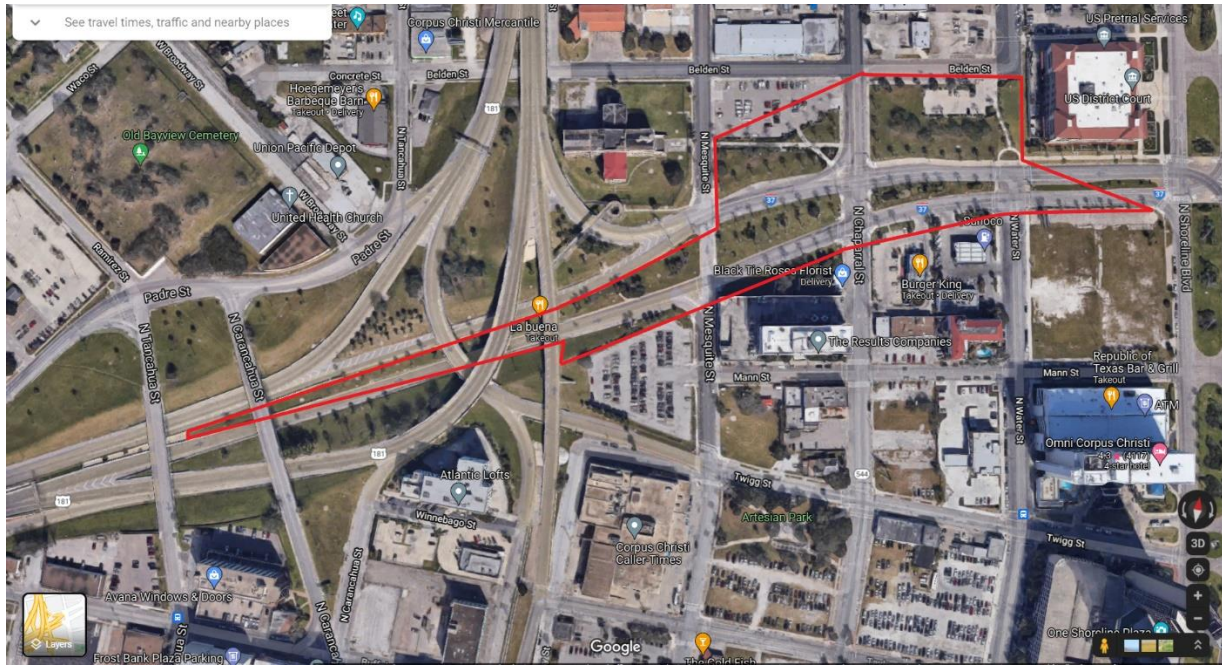
Group 4E – Water Garden



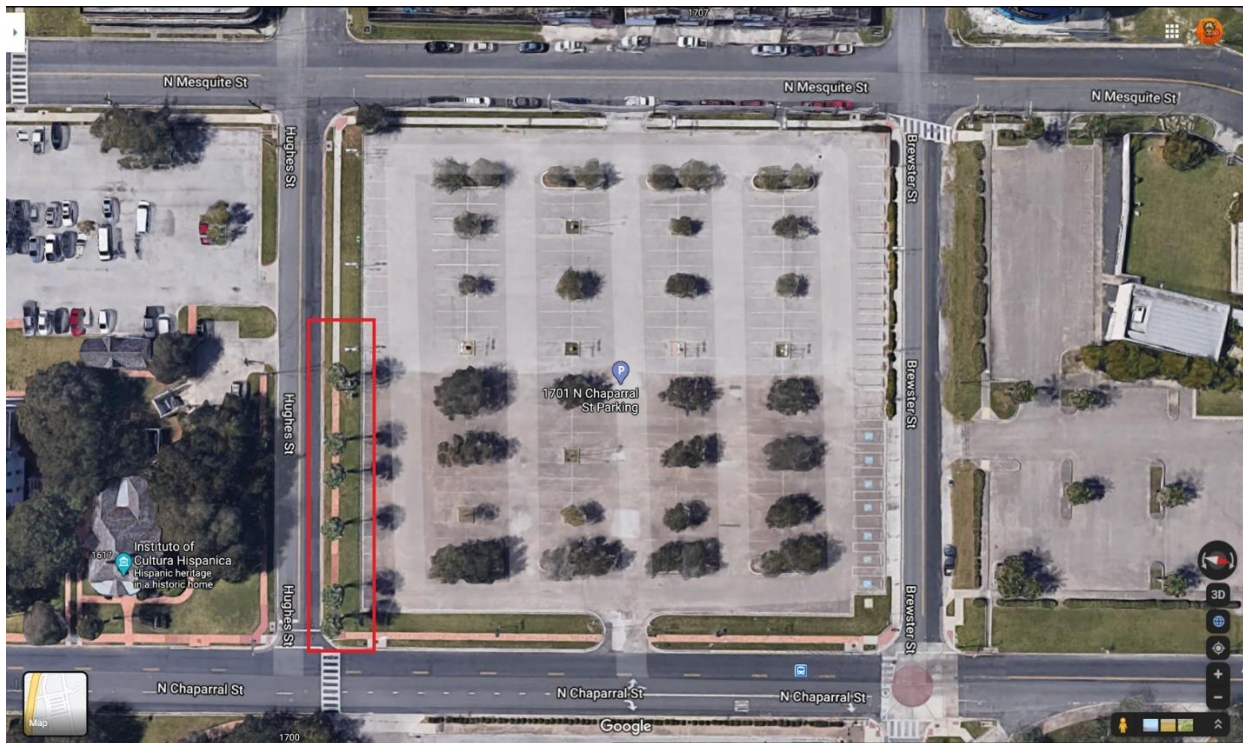
Group 4F – Bay Front Fountain Park



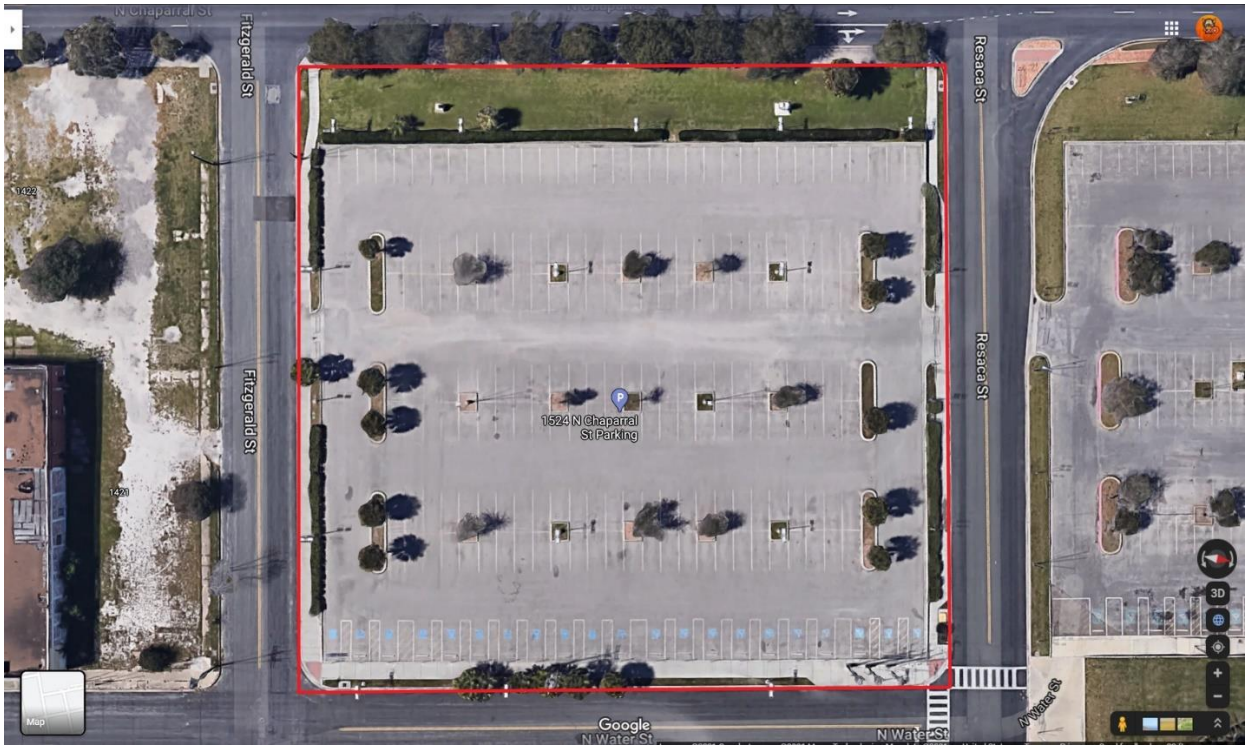
Group 5A – Sister City



Group 5B – Lot 10



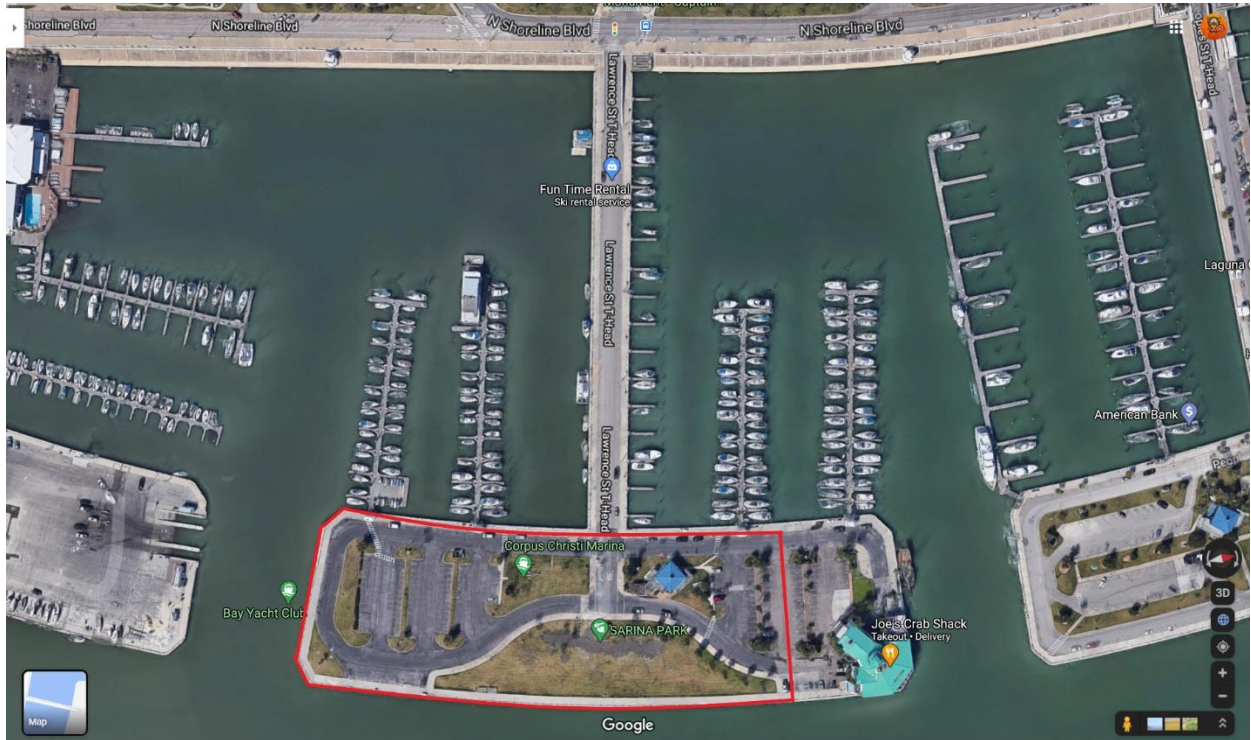
Group 5C – Lot 5



Group 5D – Lot 6



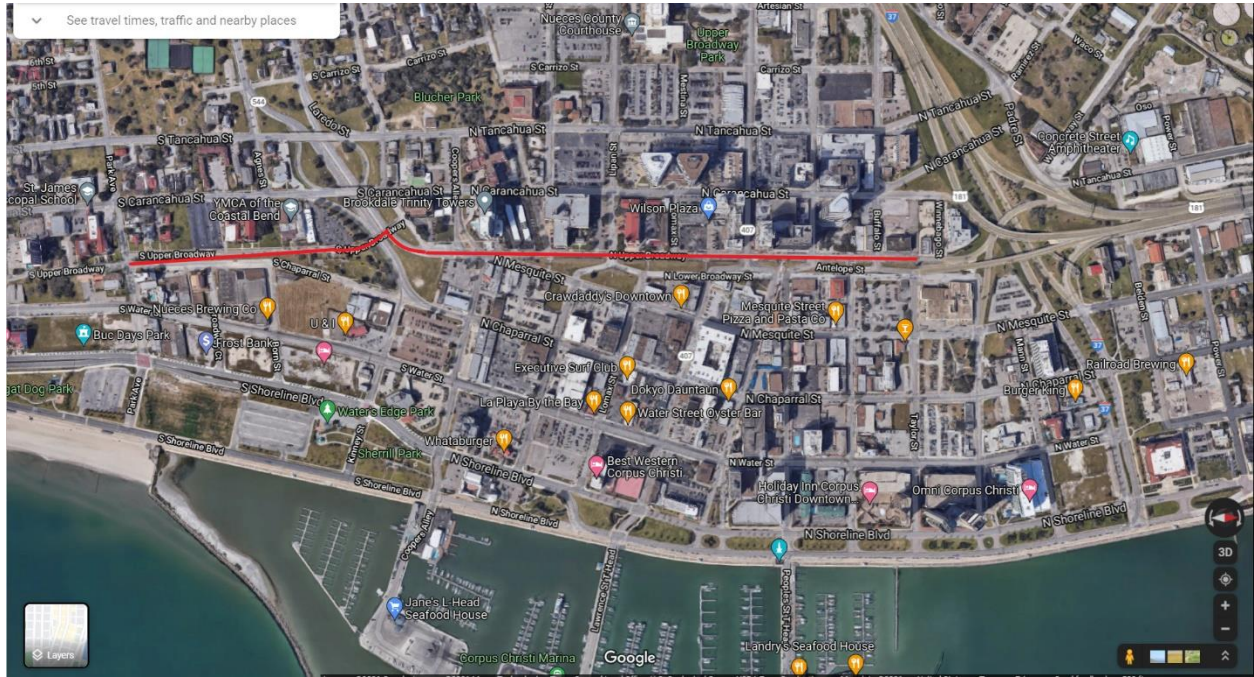
Group 6A – Lawrence T-Head



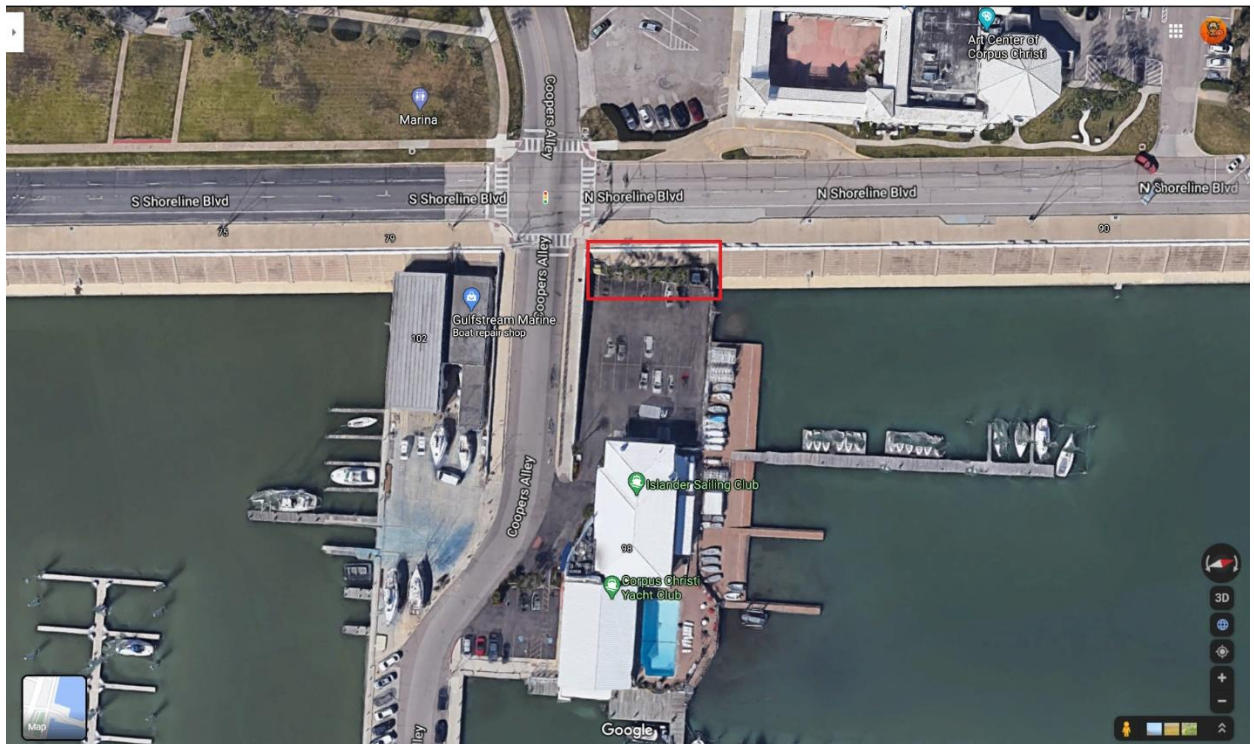
Group 6B – People T-Head



Group 6C – Upper Broadway



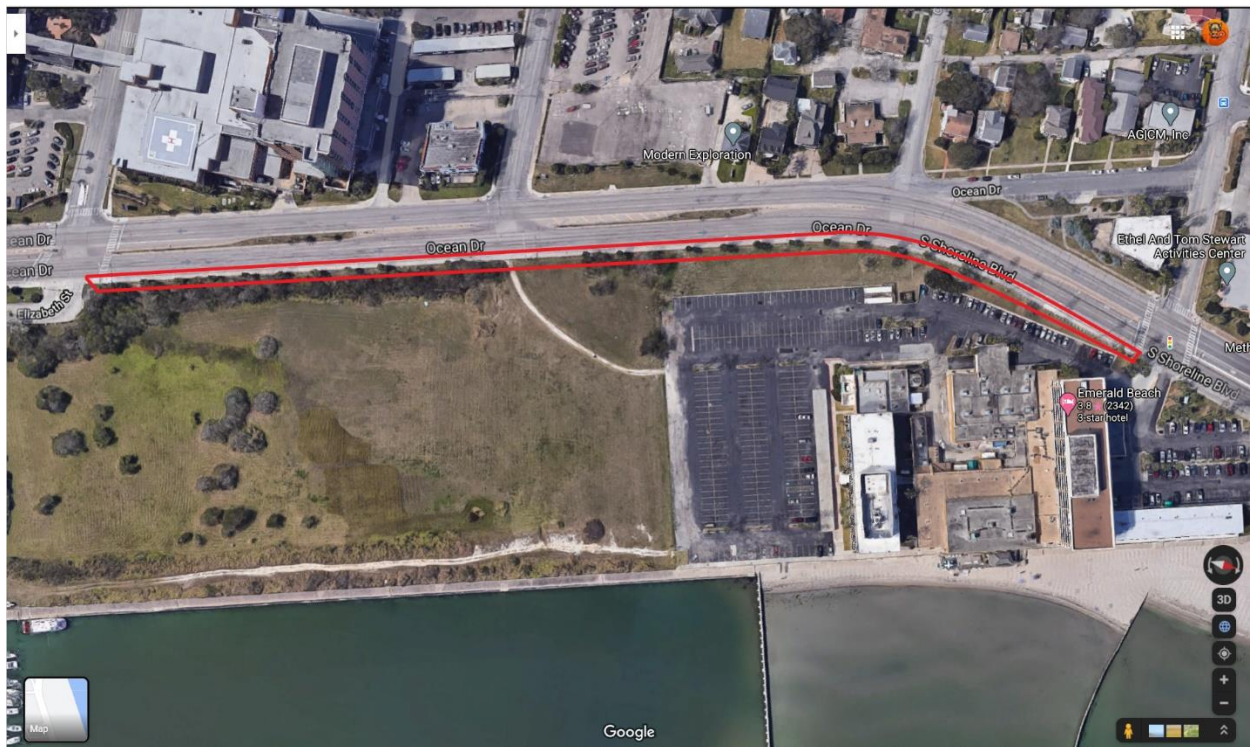
Group 6D – Cooper's Alley



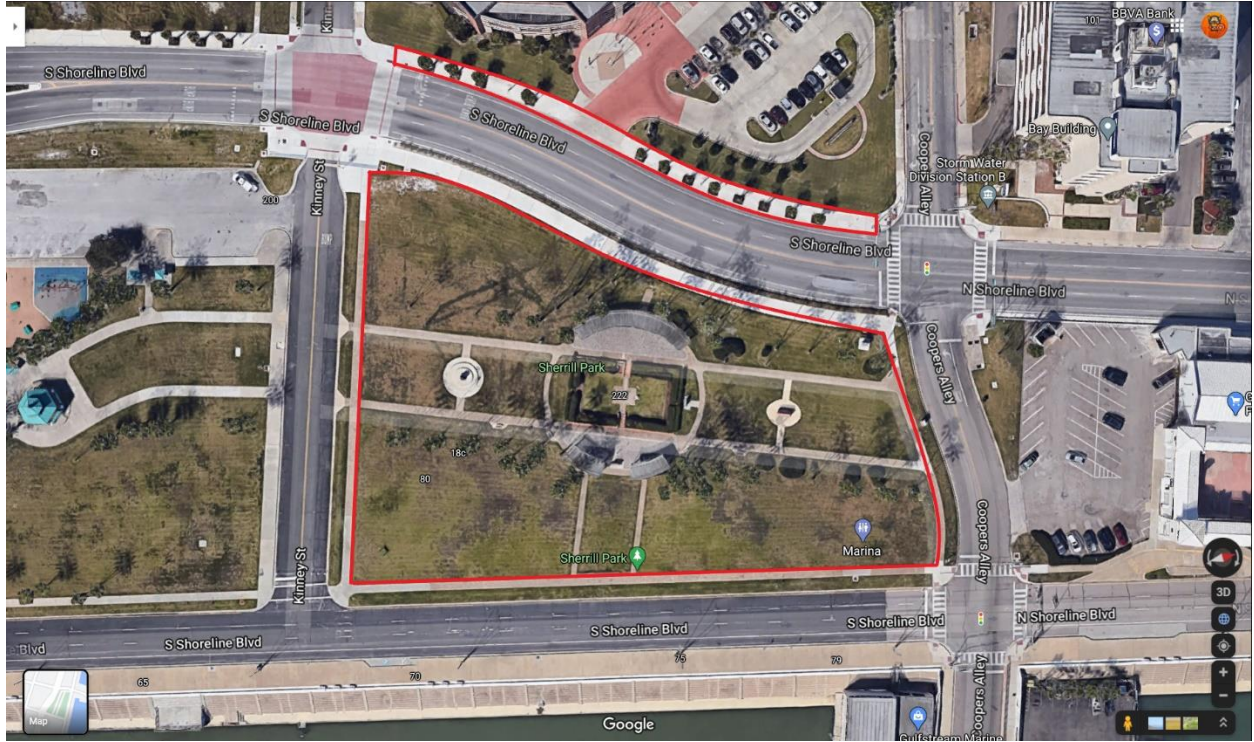
Group 6E – Artesian Park



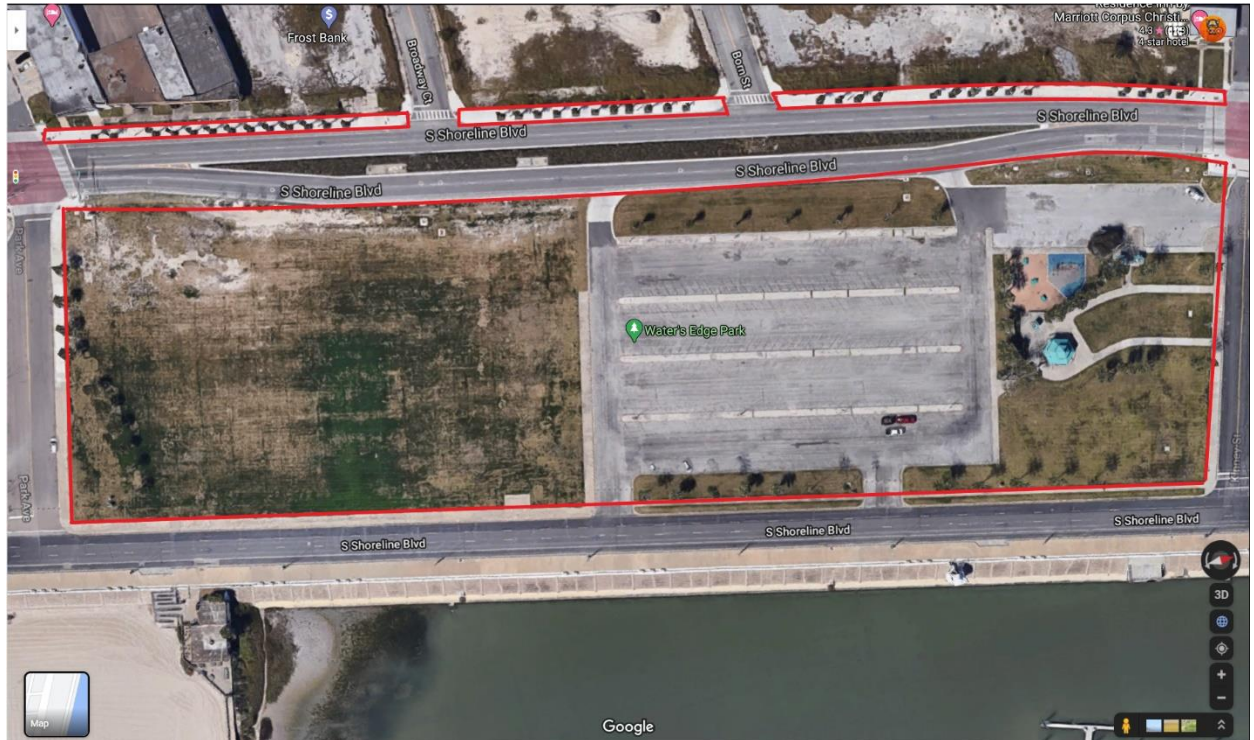
Group 7A – Emerald Beach



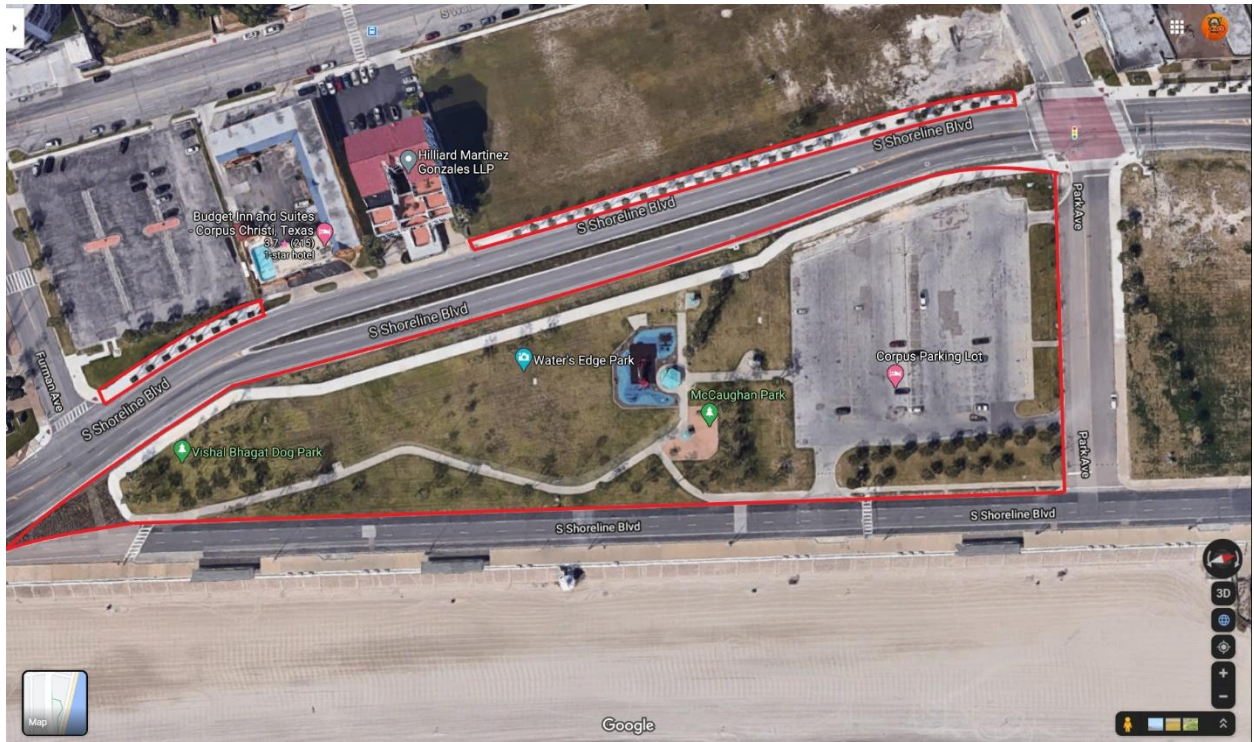
Group 7B – Sherill Park



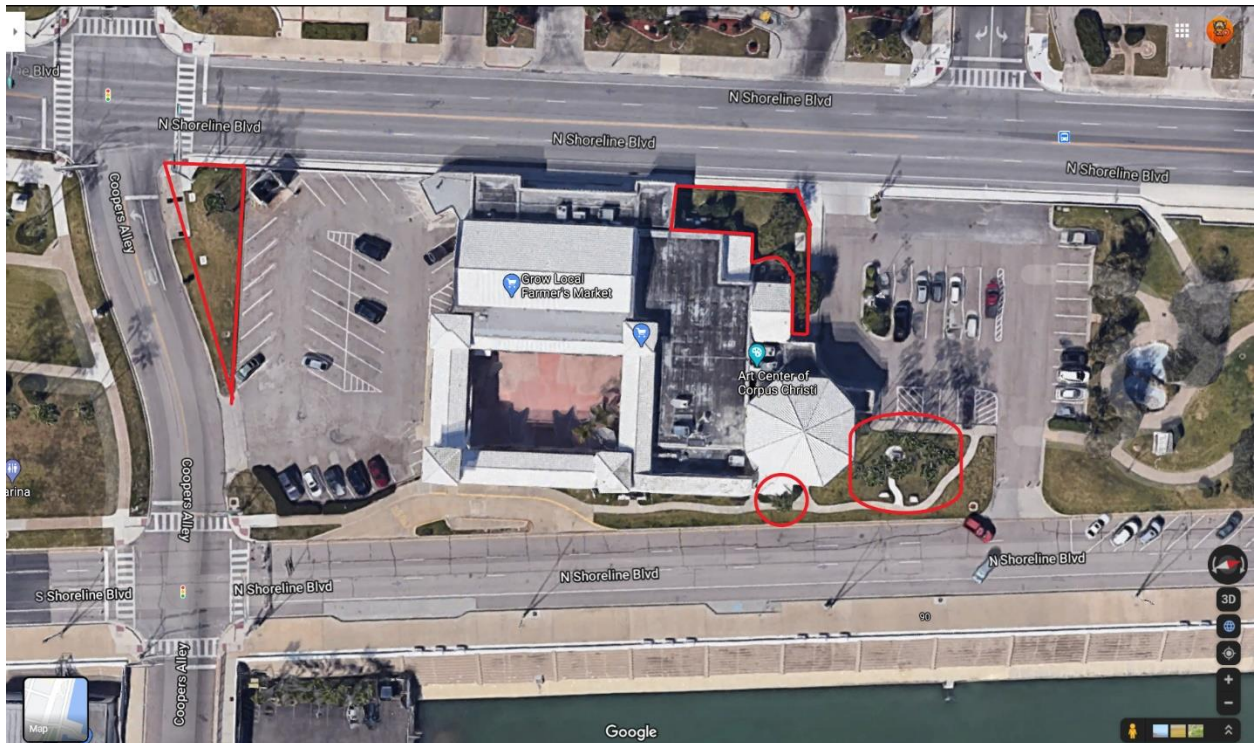
Group 7C – Old City Hall



Group 7D – McCaughan



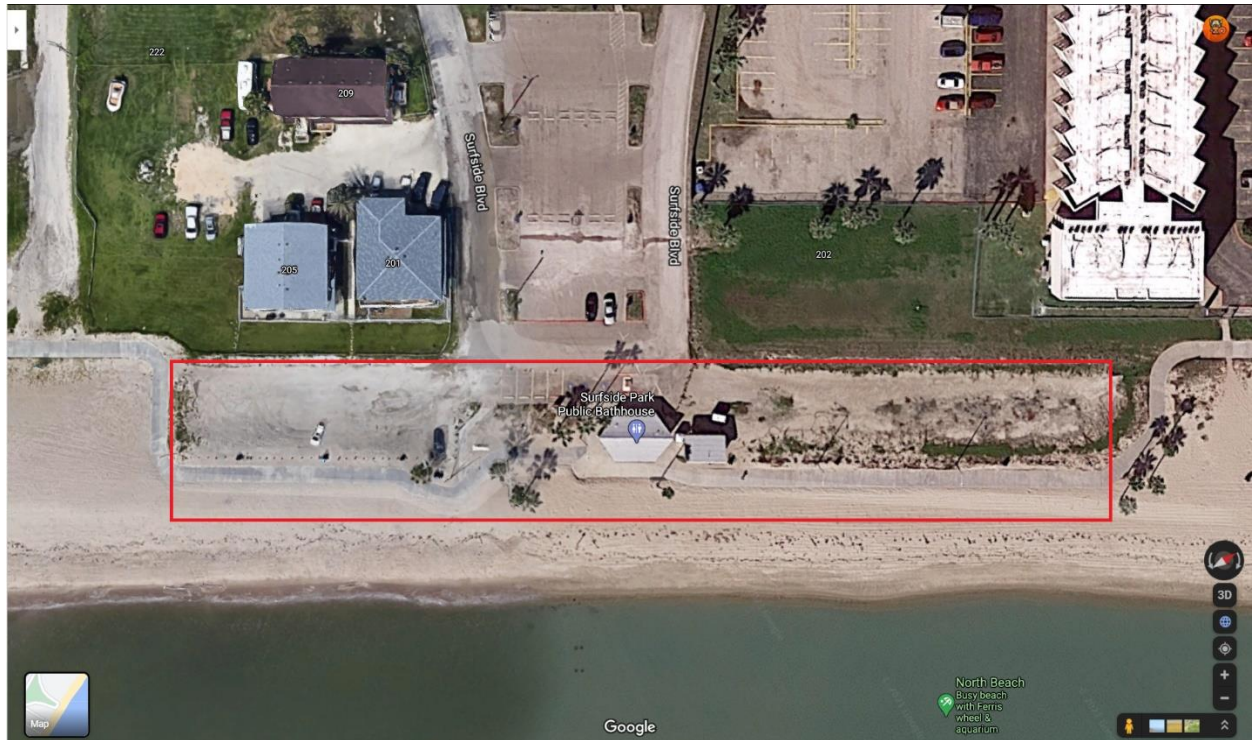
Group 7E – Art Center



Group 8A – Burleson Parking Lot



Group 8B – Central Restrooms



Group 8C – Dolphin Park



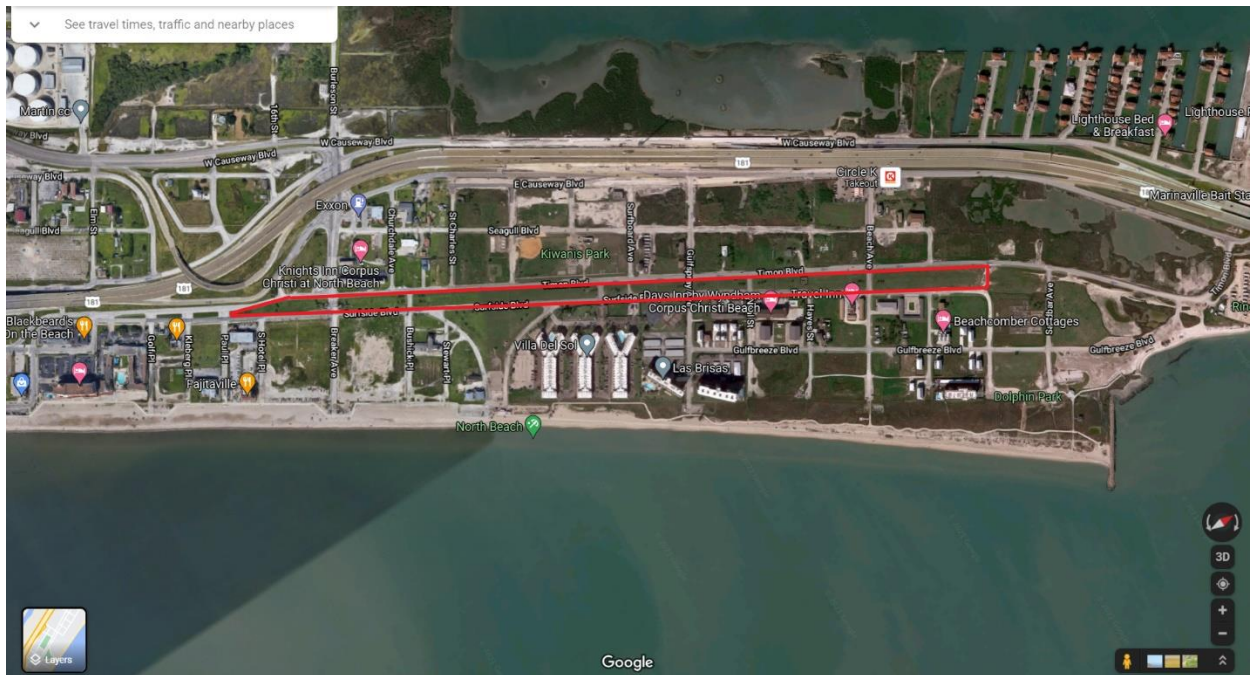
Group 8D – Kiwanis Park



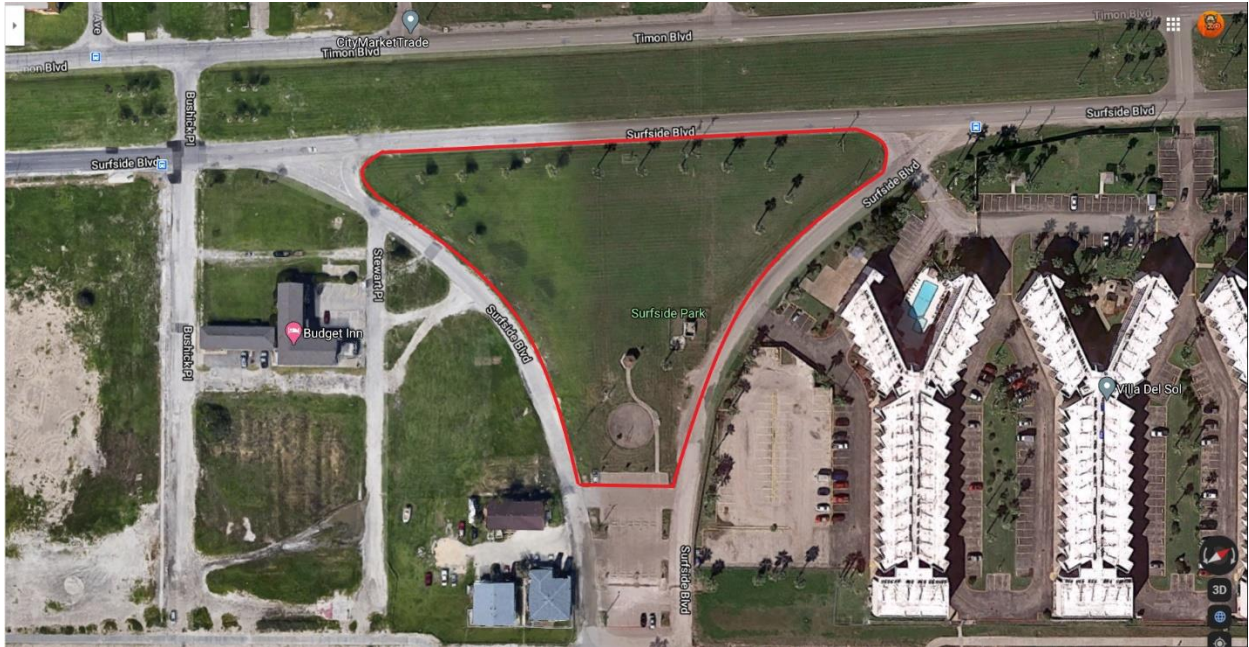
Group 8E – Lexington Parking Lot



Group 8F – Timon Blvd Medians



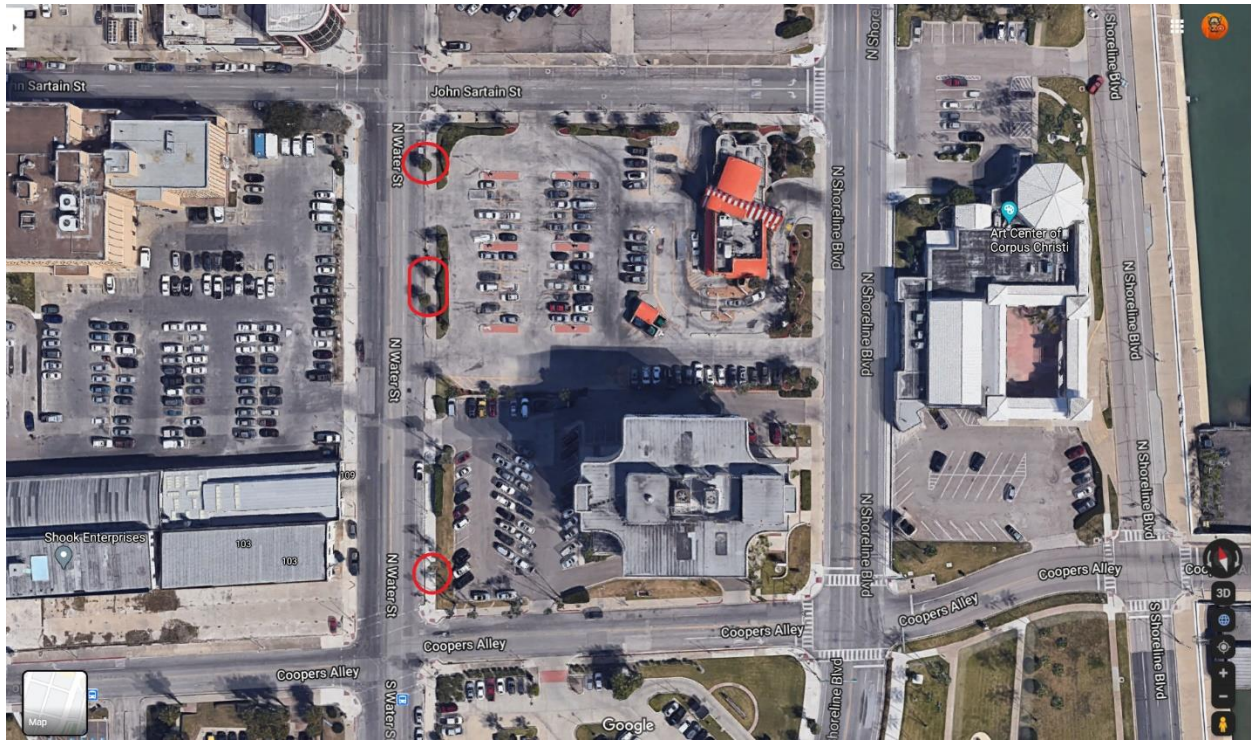
Group 8G – Surfside Park



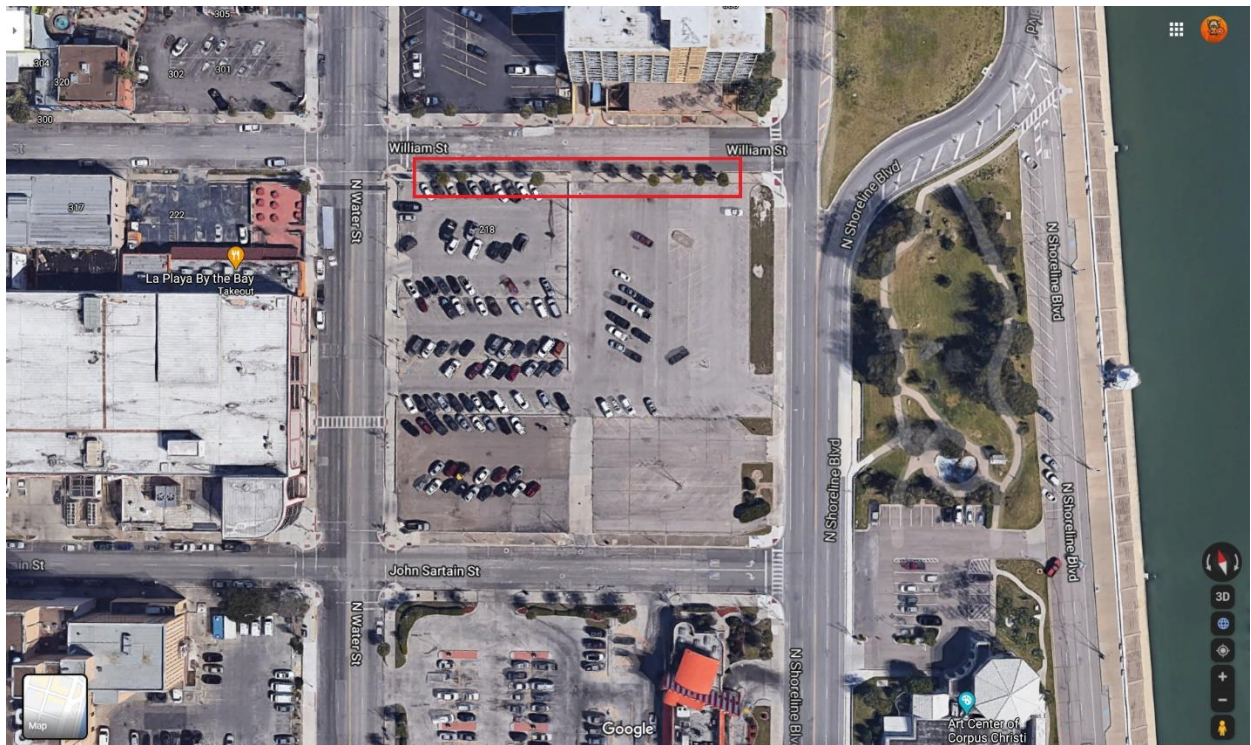
Group 9A – Block 11



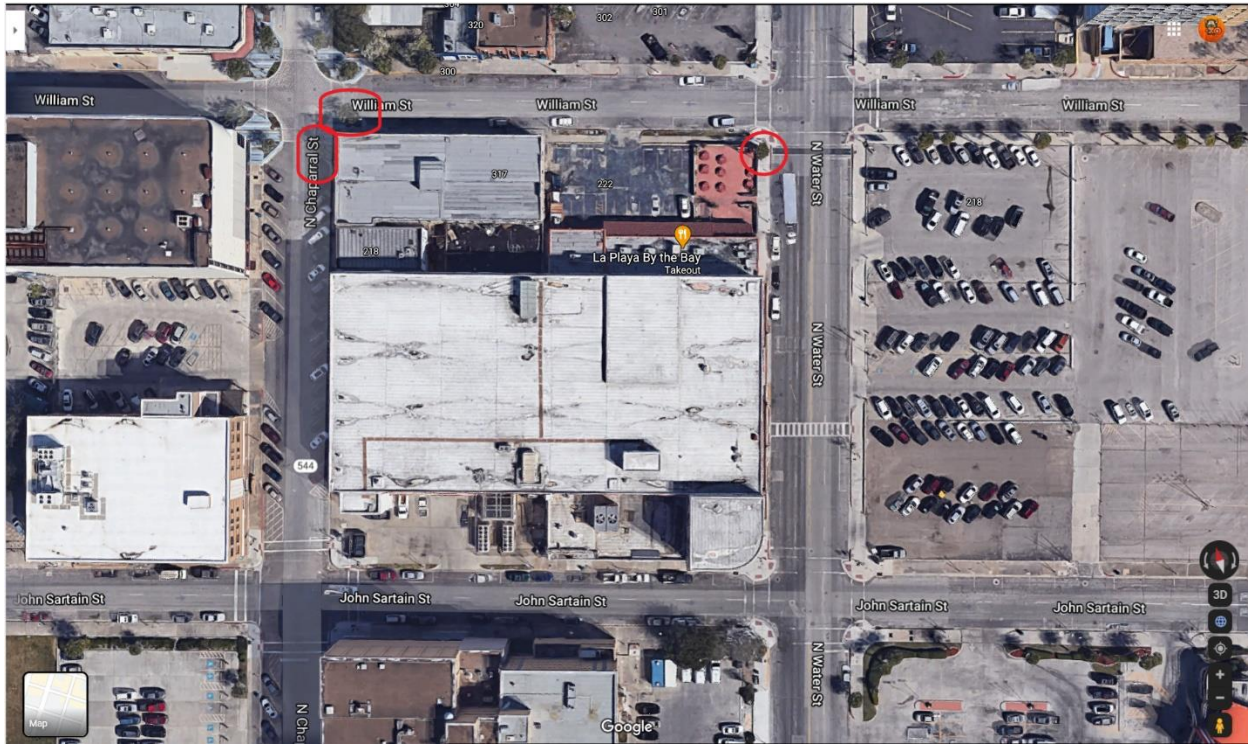
Group 9B – Block 12



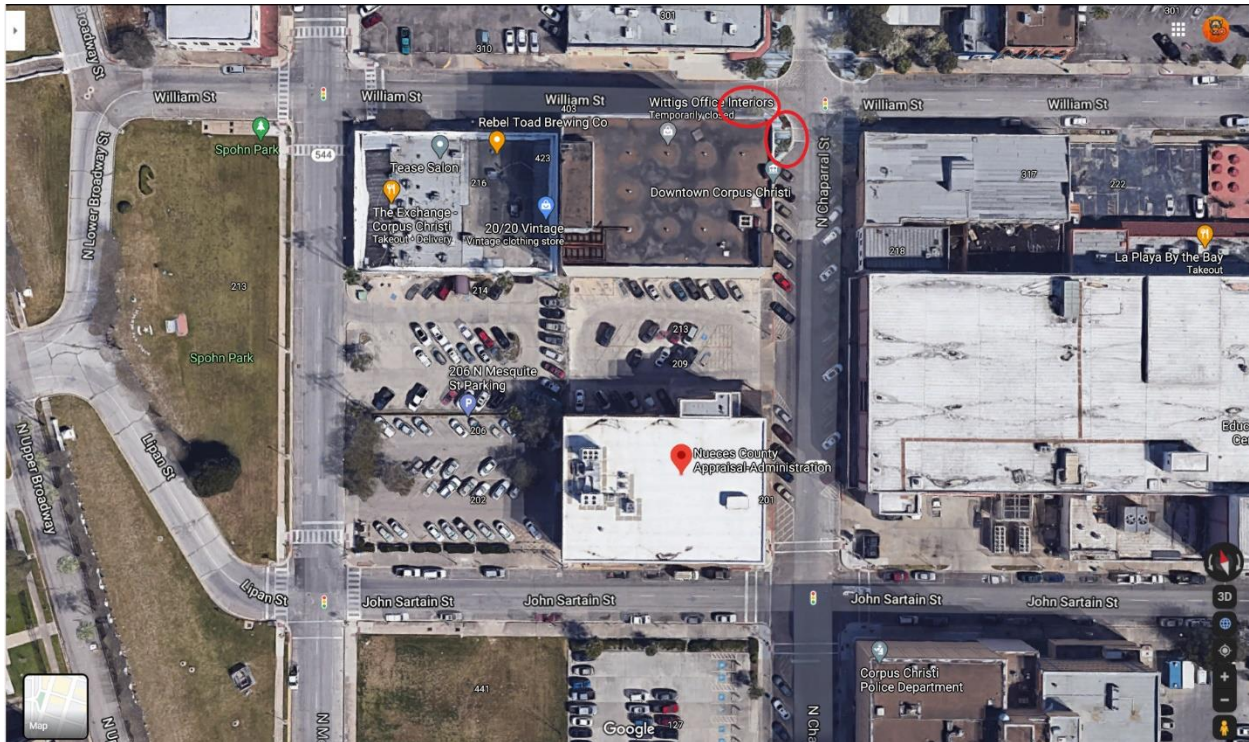
Group 9C – Block 15



Group 9D – Block 16



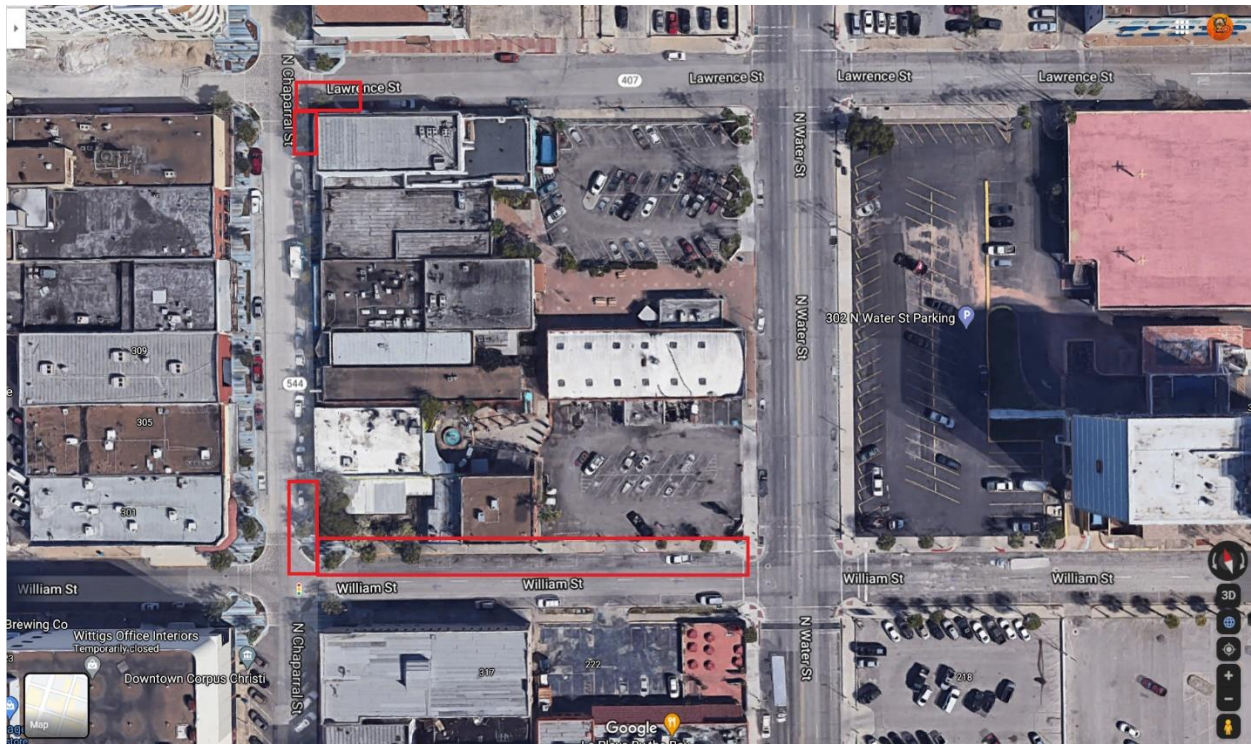
Group 9E – Block 17



Group 9F – Block 18



Group 9G – Block 19



Group 9H – Block 20



Group 9I – Block 22



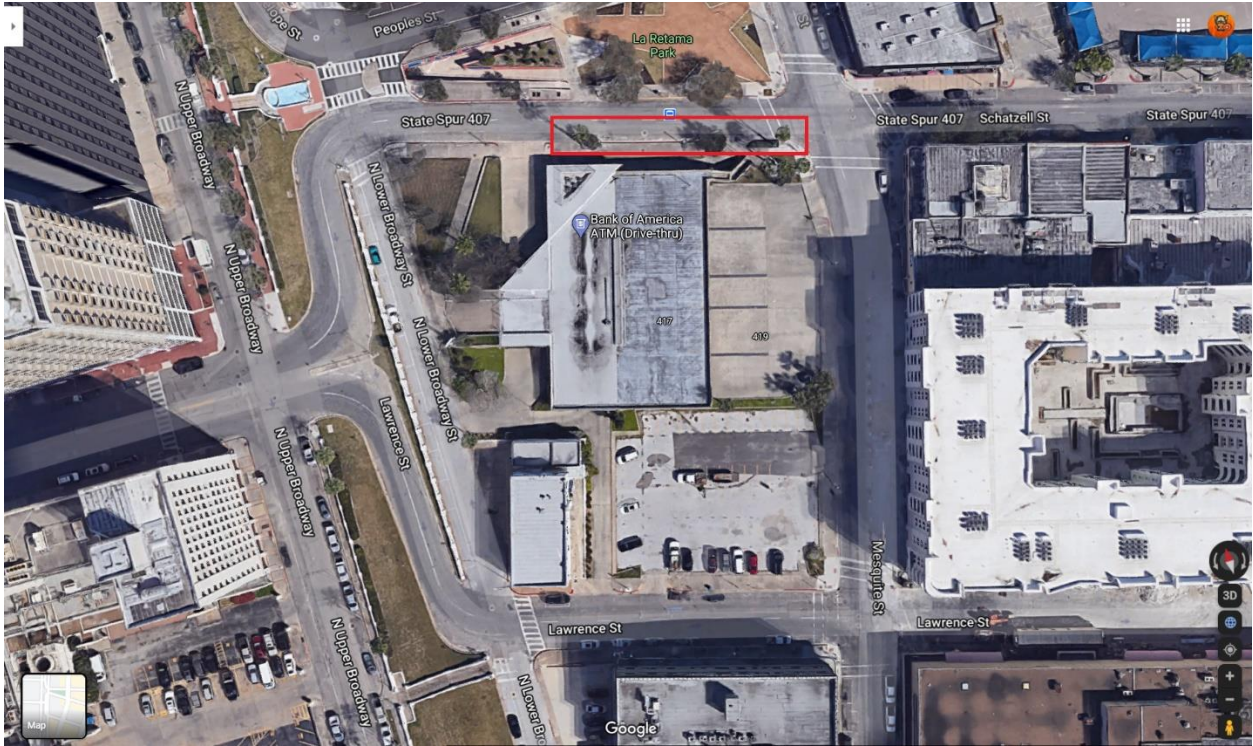
Group 9J – Block 23



Group 9K – Block 24



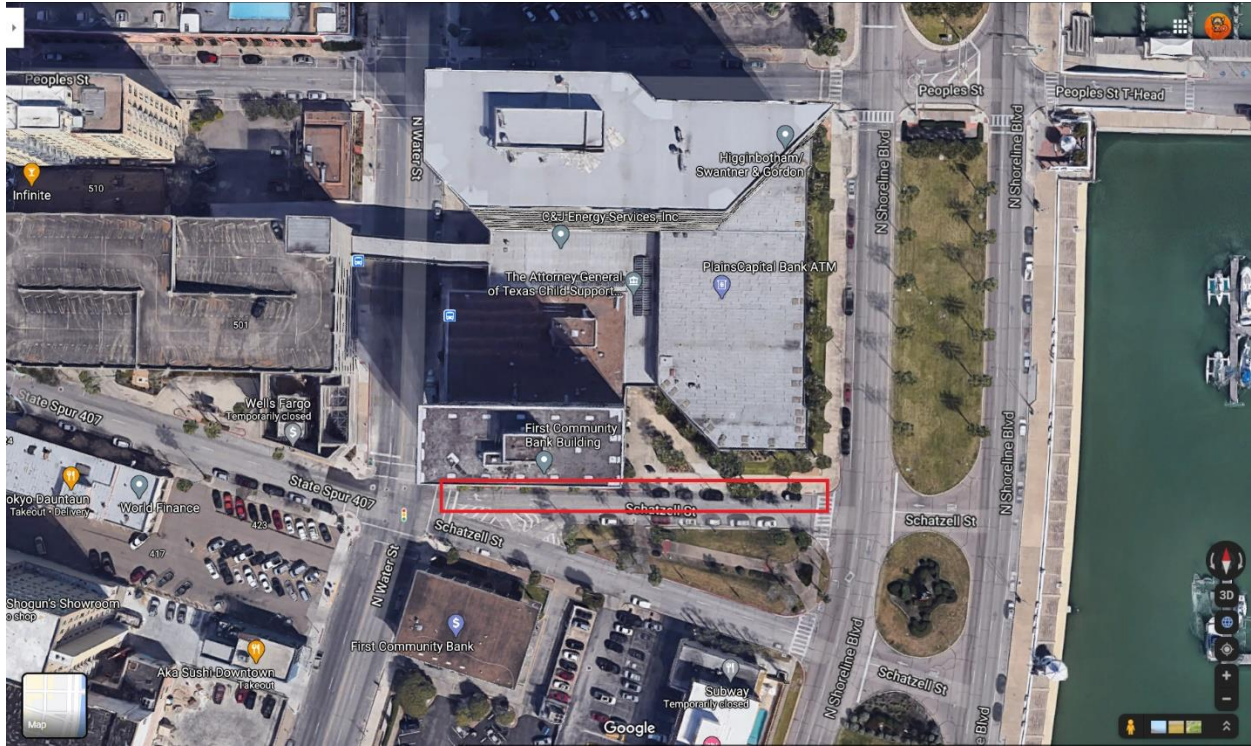
Group 9L – Block 25



Group 9M – Block 26



Group 9N – Block 27



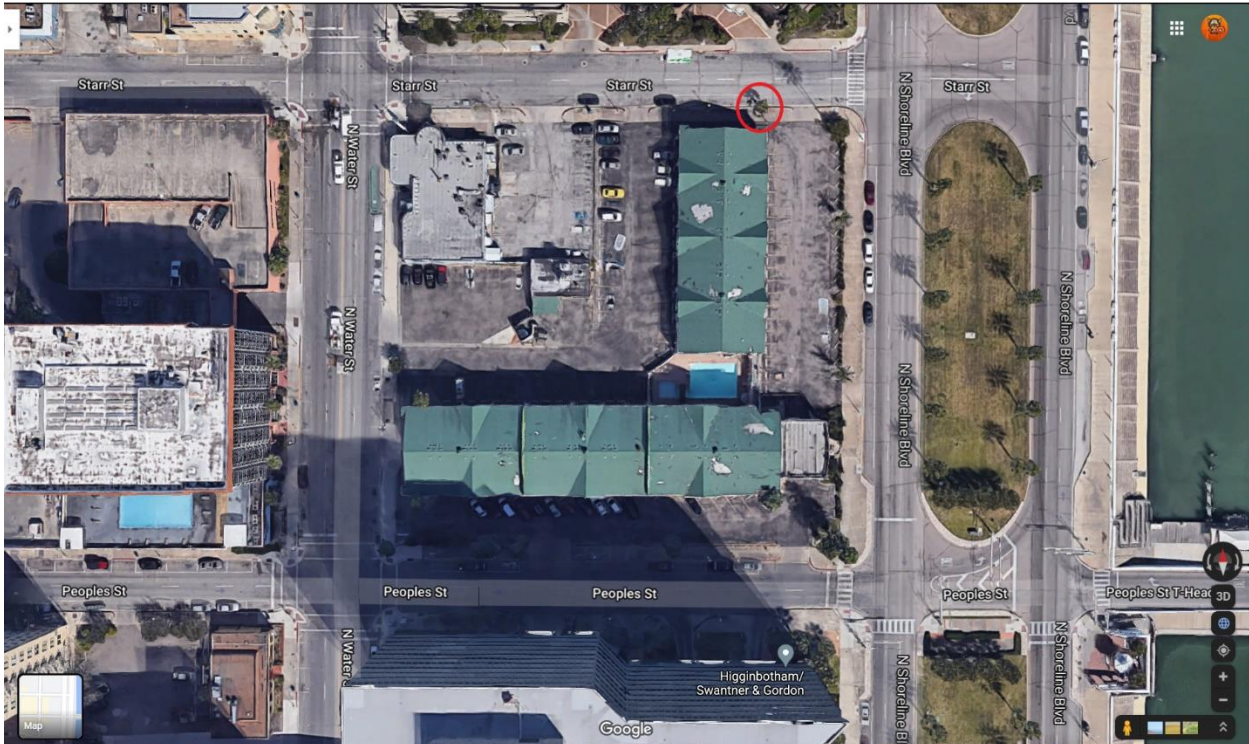
Group 90 – Block 28



Group 9P - Block 29



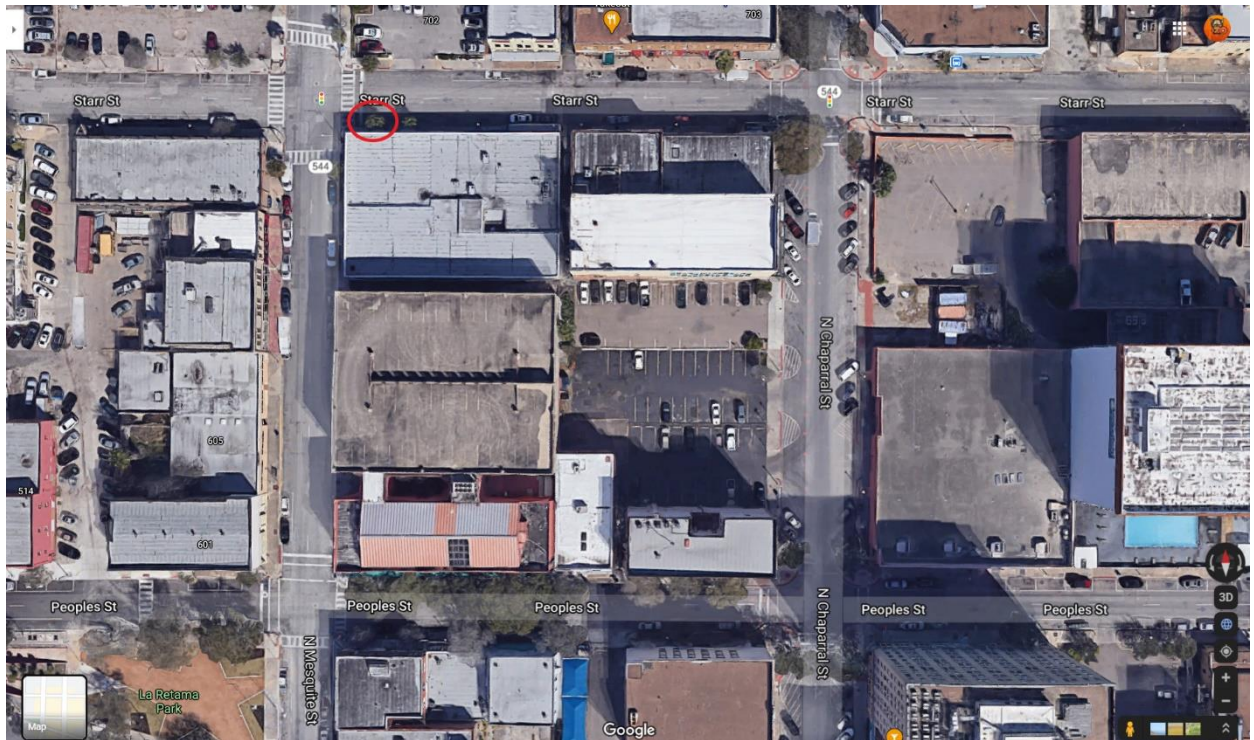
Group 9Q – Block 31



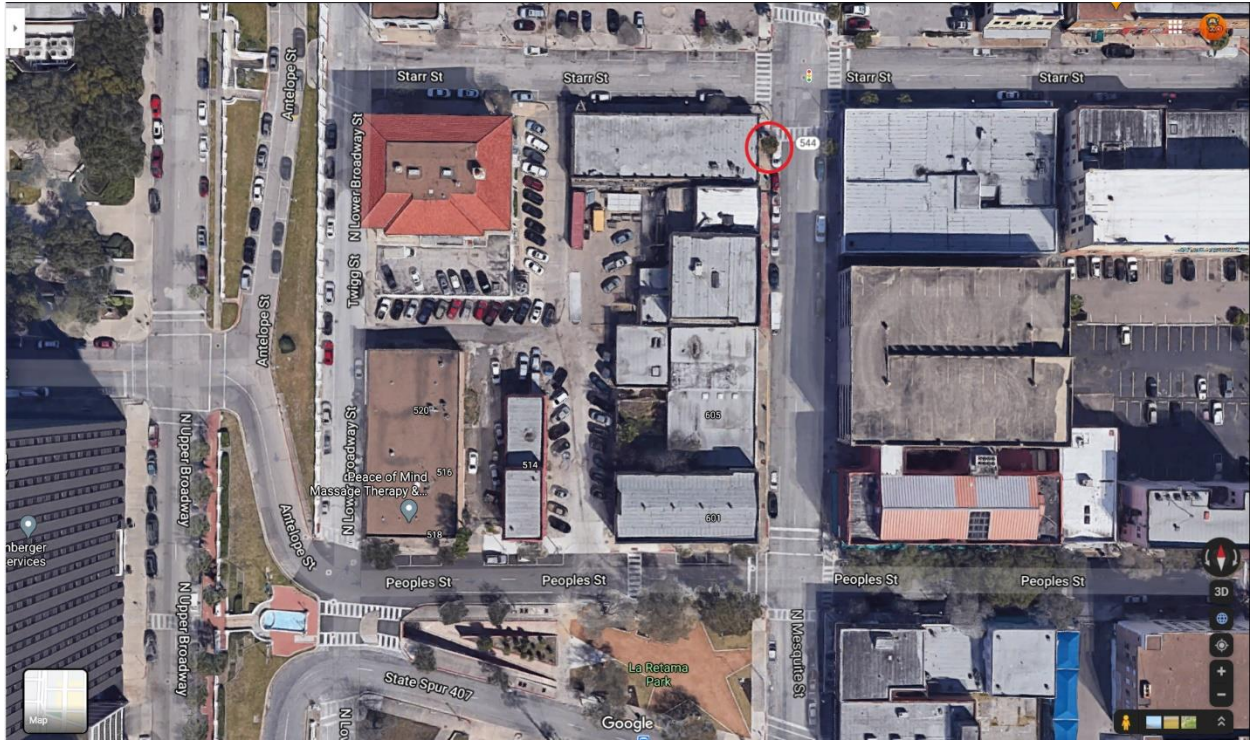
Group 9R – Block 32



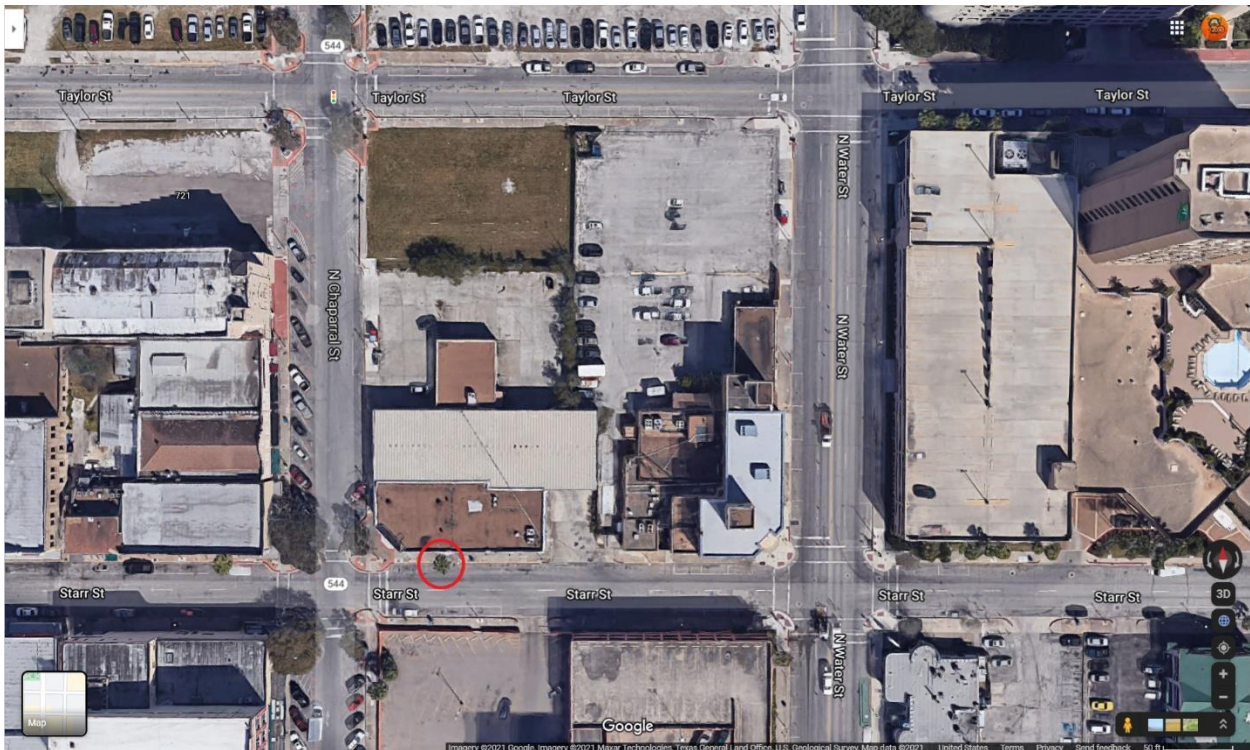
Group 9S – Block 33



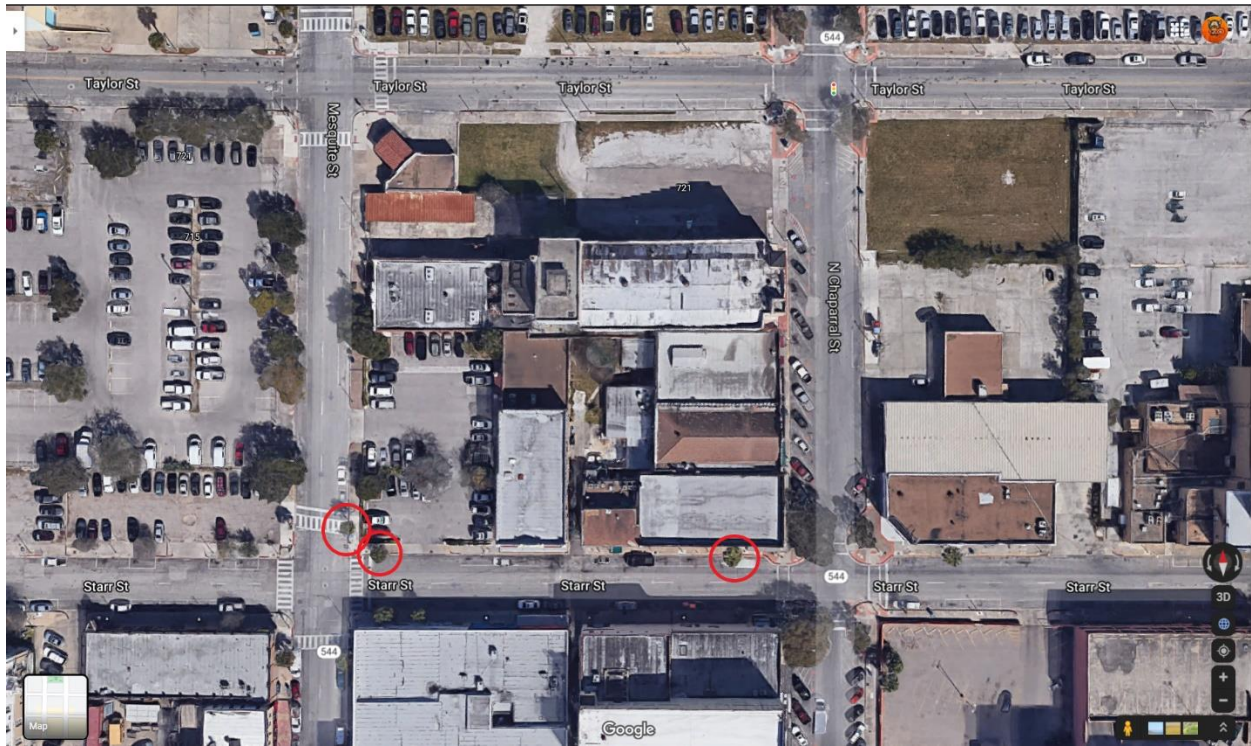
Group 9T – Block 34



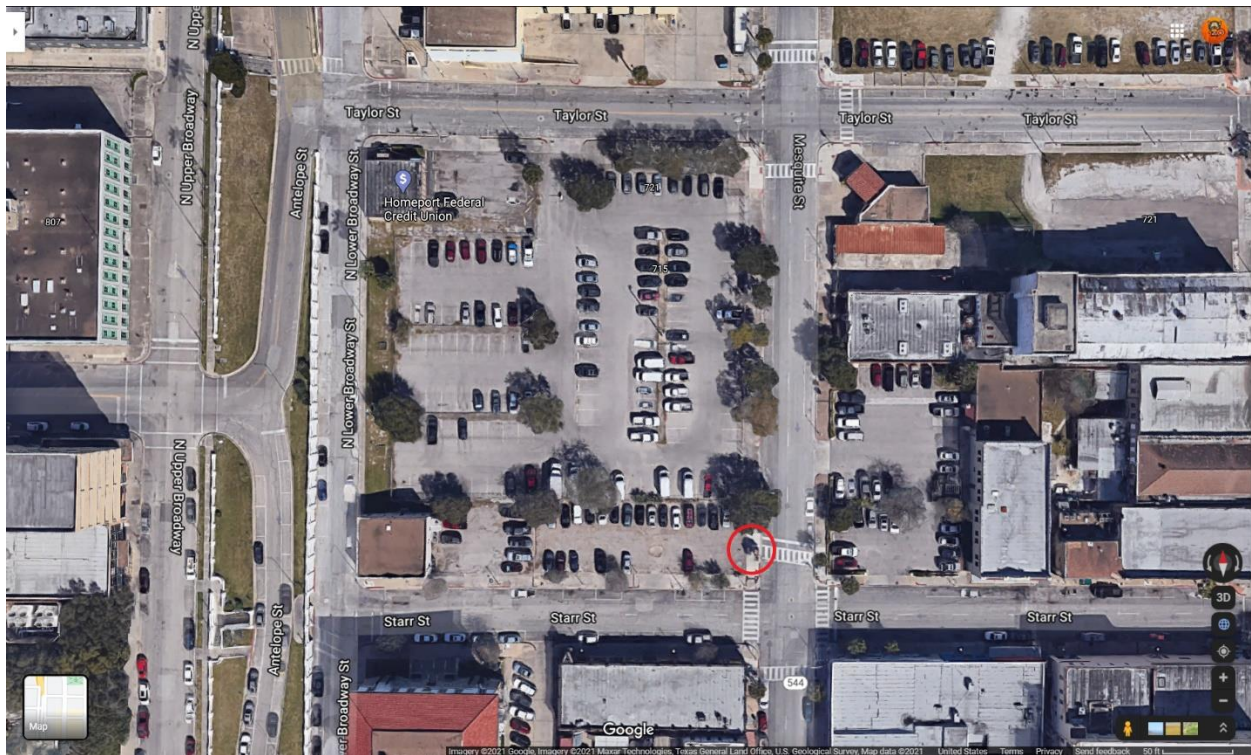
Group 9U – Block 36



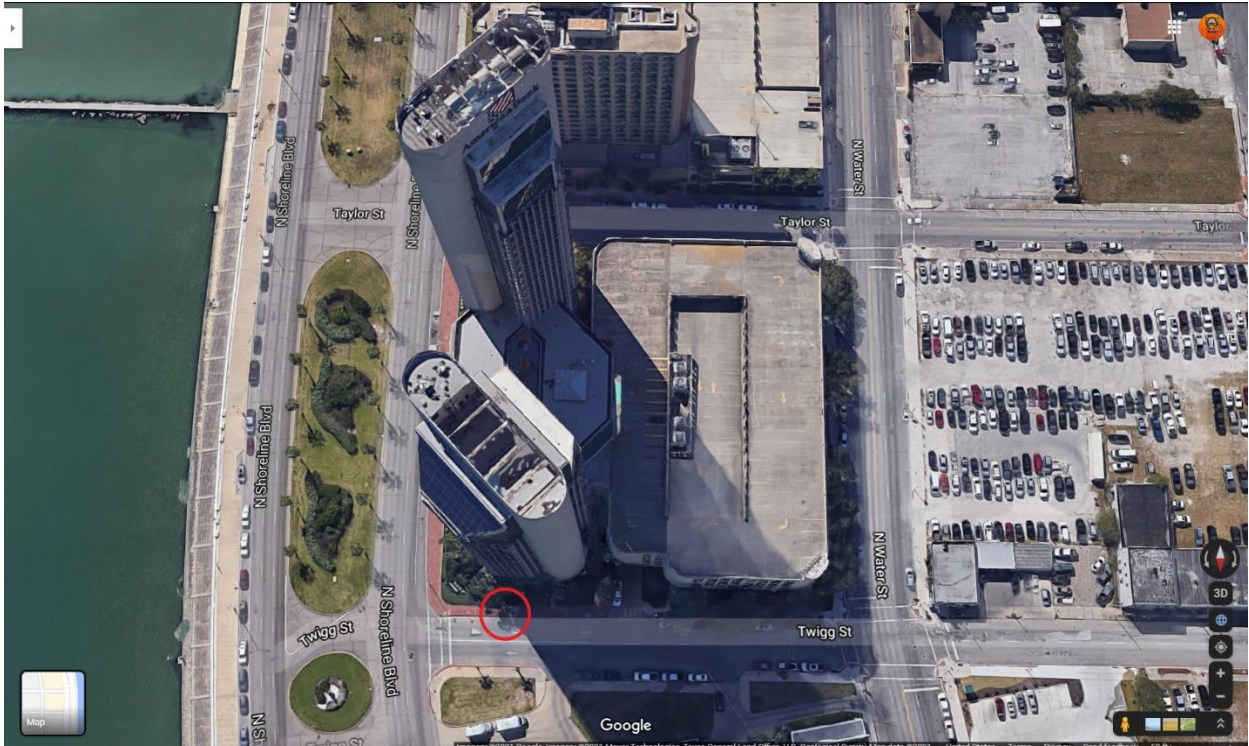
Group 9V – Block 37



Group 9W – Block 38



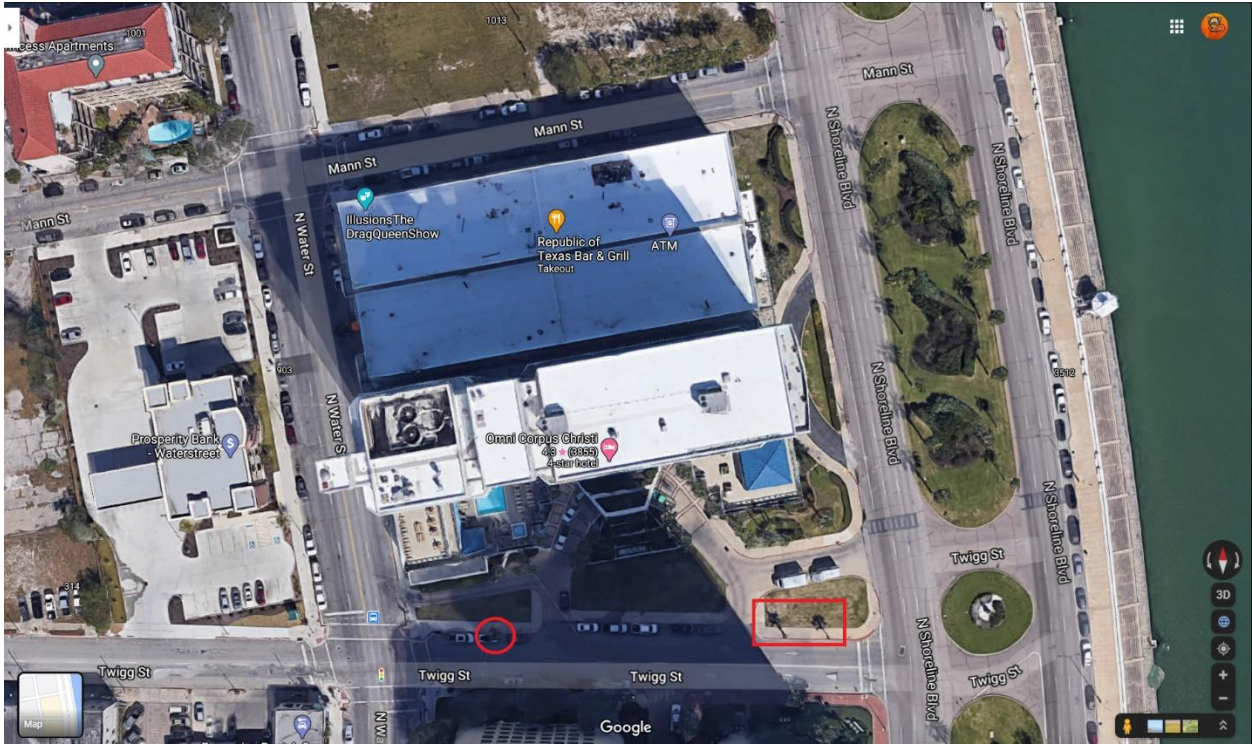
Group 9X – Block 39



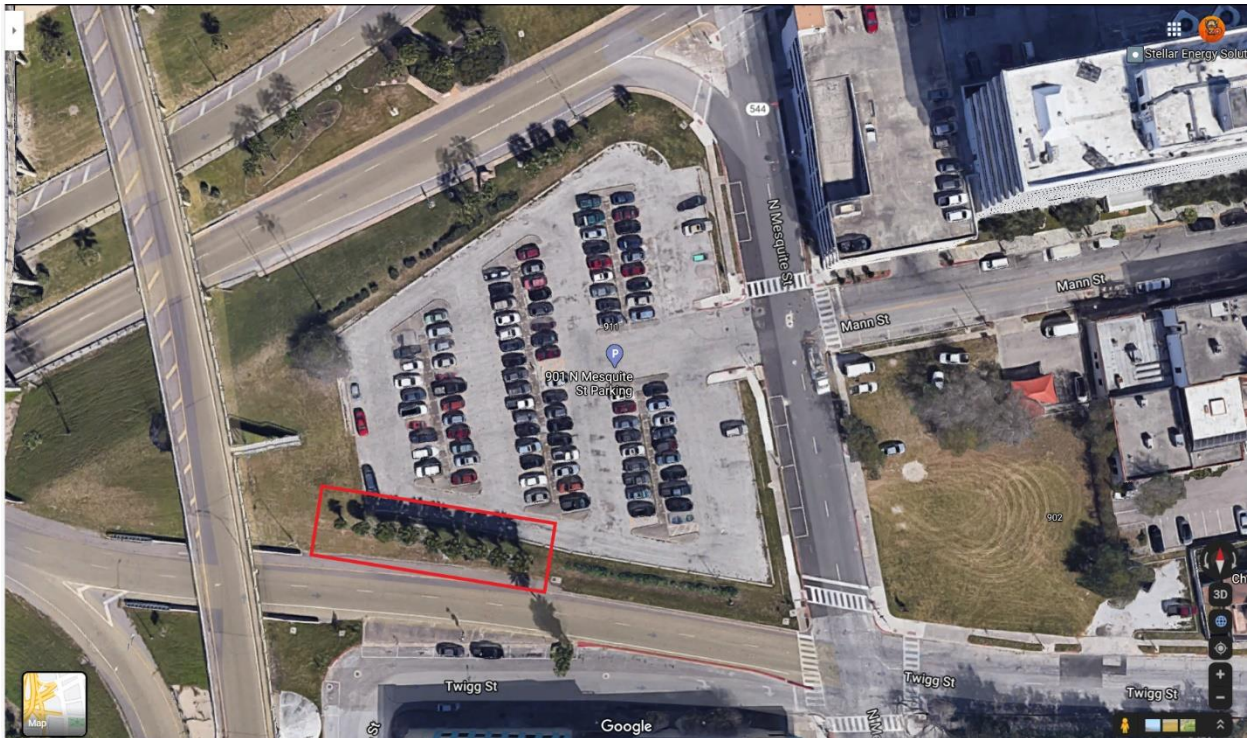
Group 9Z – Block 42



Group 9Aa – Block 43



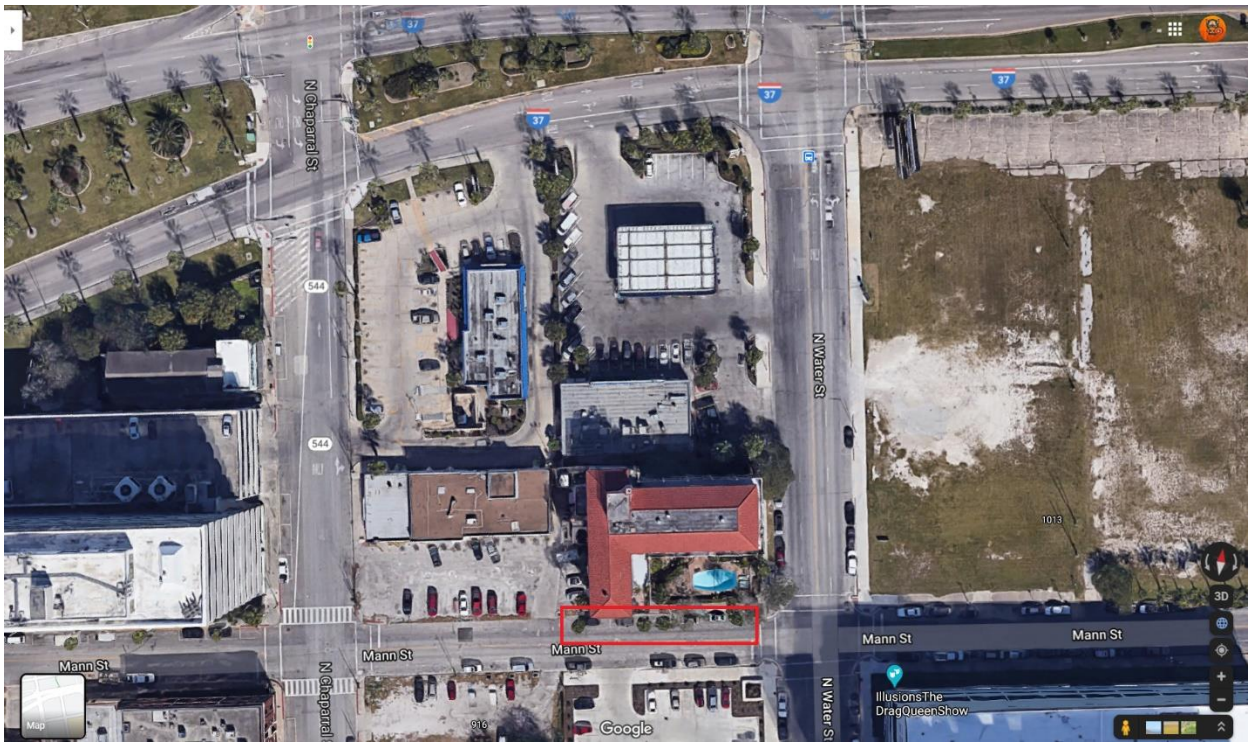
Group 9Ab – Block 46



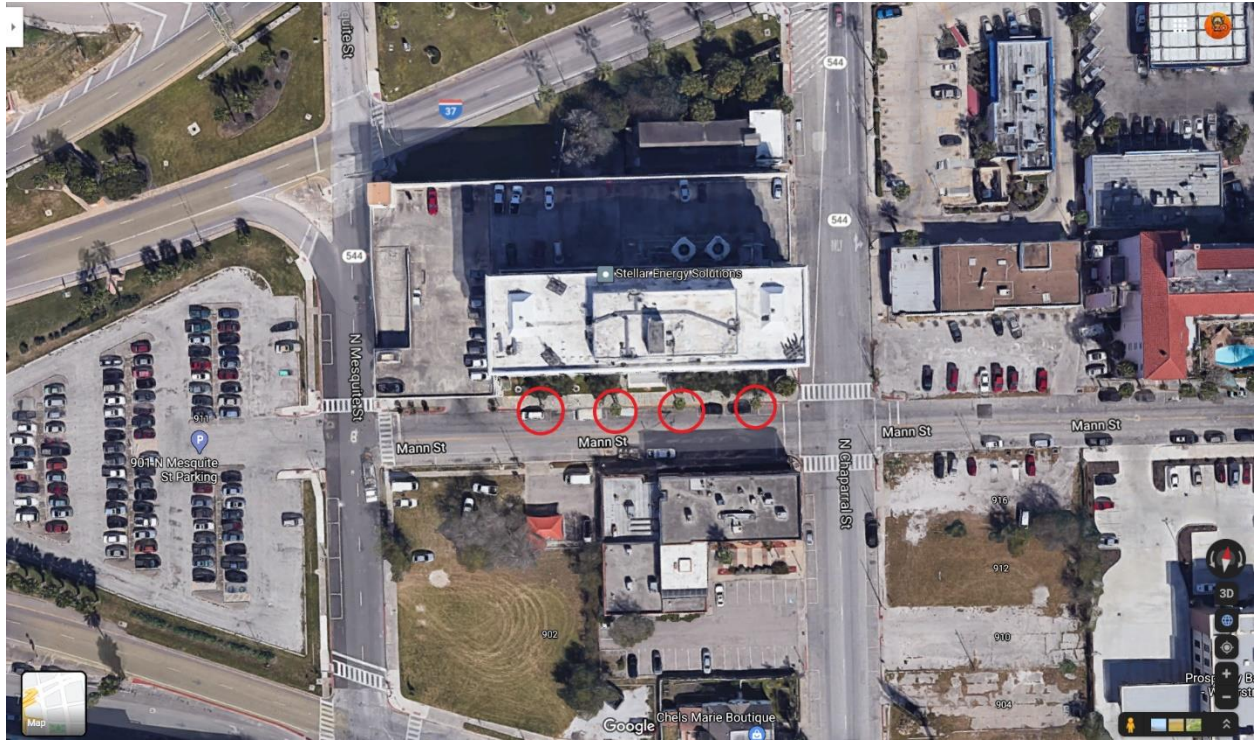
Group 9Ac – Block 47



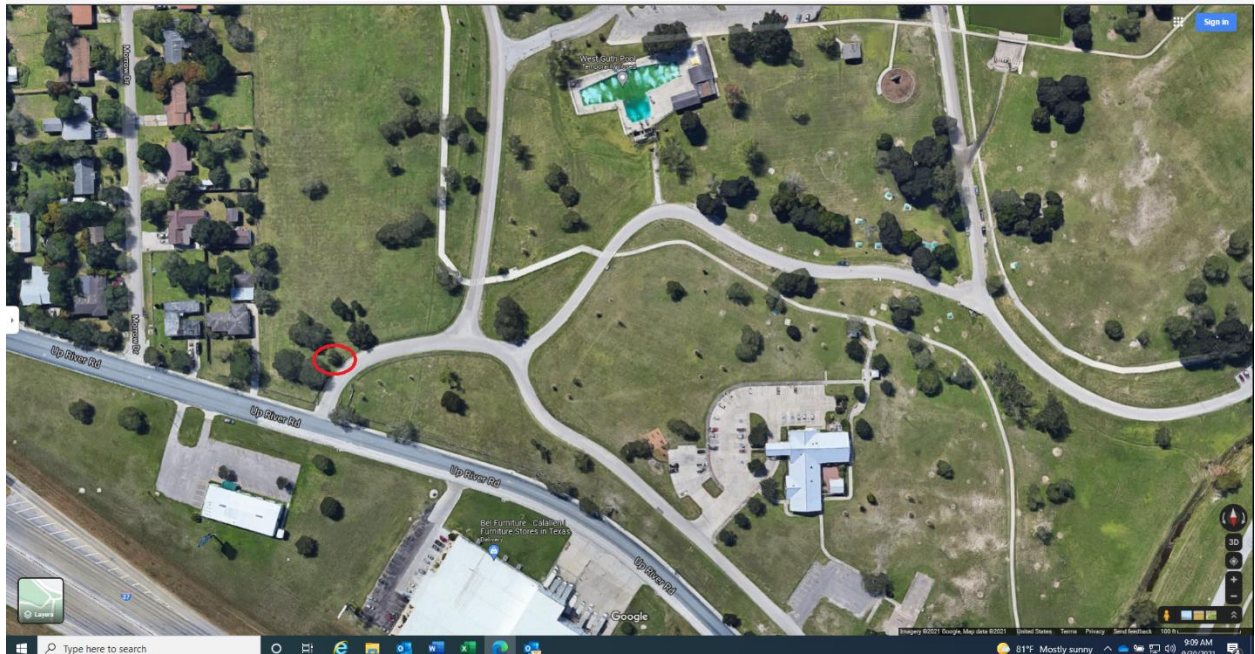
Group Ad – Block 48



Group Ae – Block 49



Group 10A – West Guth Park



Group 10B – Tom Graham Park



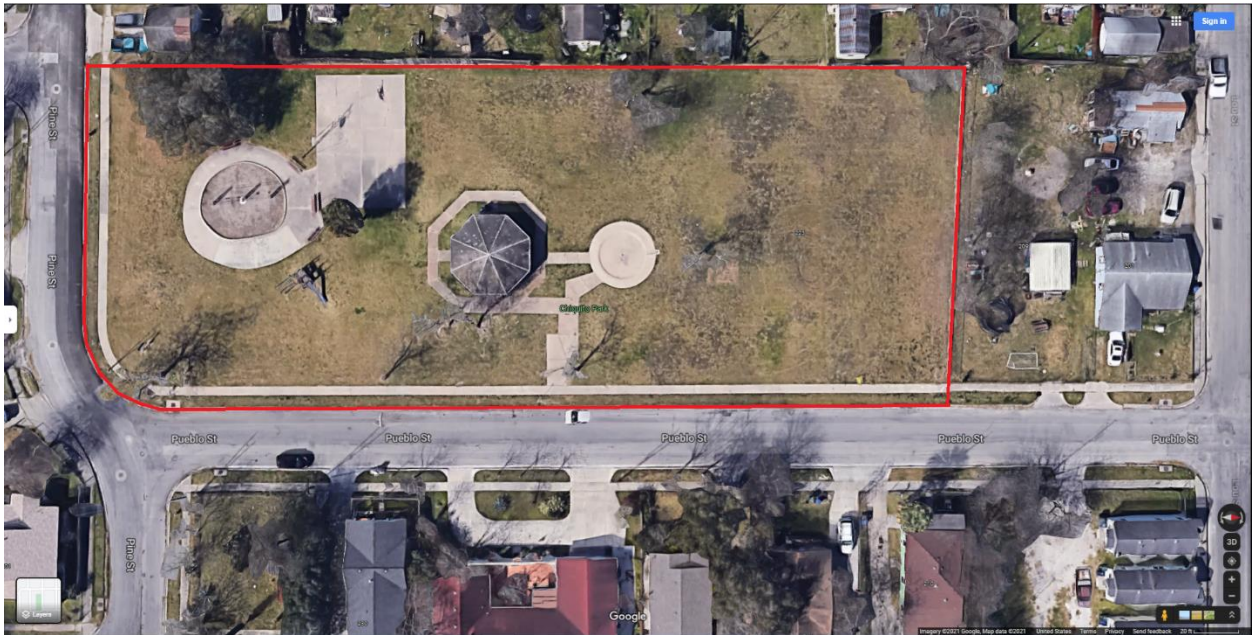
Group 10C – Westchester Park



Group 10D – Glen Royal Park



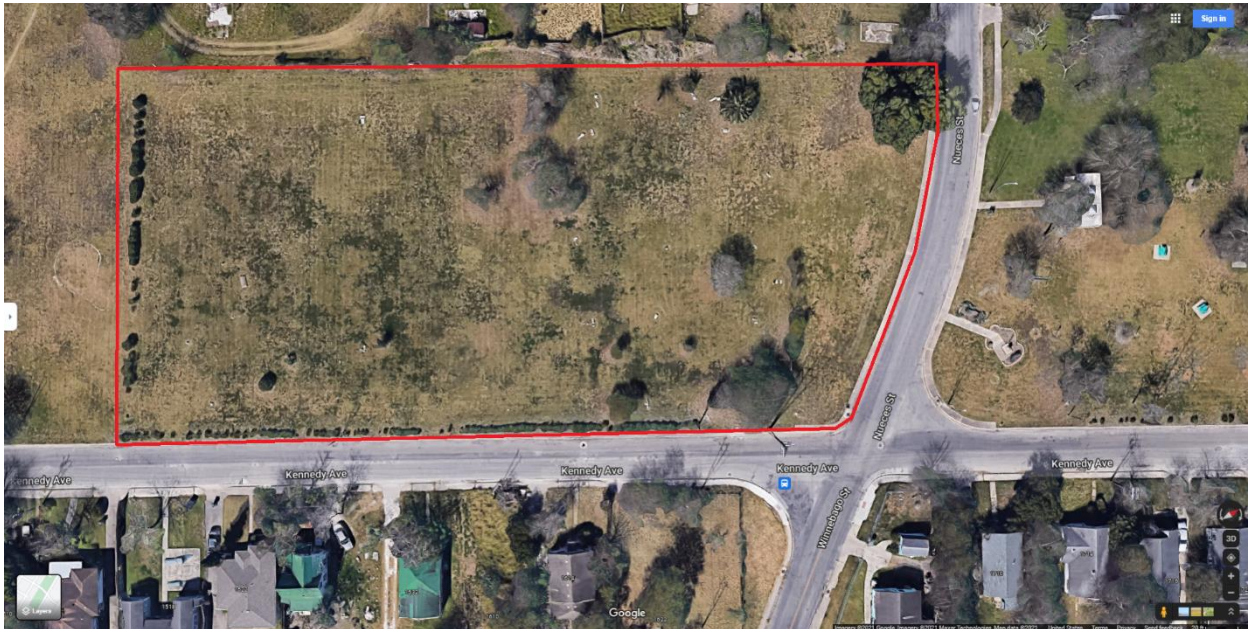
Group 10E – Chiquito Park



Group 10F – Joe Garza Park



Group 10G – Dr. H.J. Williams Park



Group 10H – Park & Rec Annex



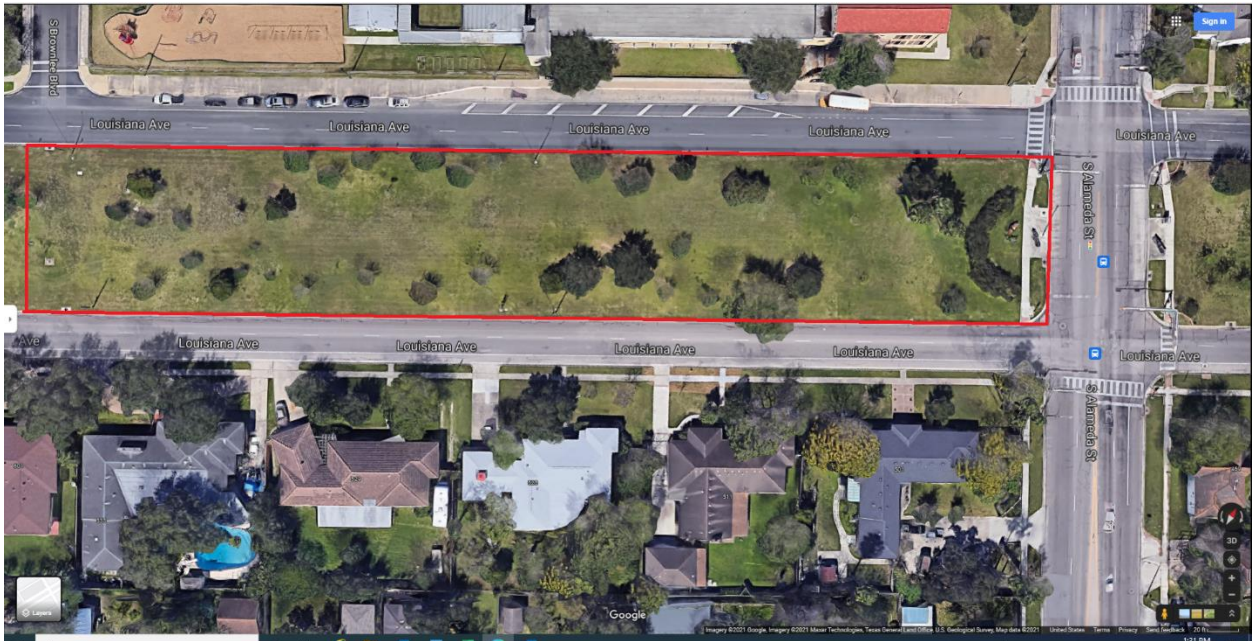
Group 10I – Oval Williams Sr.



Group 10J – South Bluff Park



Group 11A – Louisiana Parkway



Group 11B – Lindale Park



Group 11C – Belaire Park



Group 11D – Collier Park



Group 11E – Vanderbilt Park



Group 11F – San Diego Park



Group 11G – Health Complex



Group 11H – John Jones Park



Group 11I – Moody Park



Group 12A – Garden Senior Center



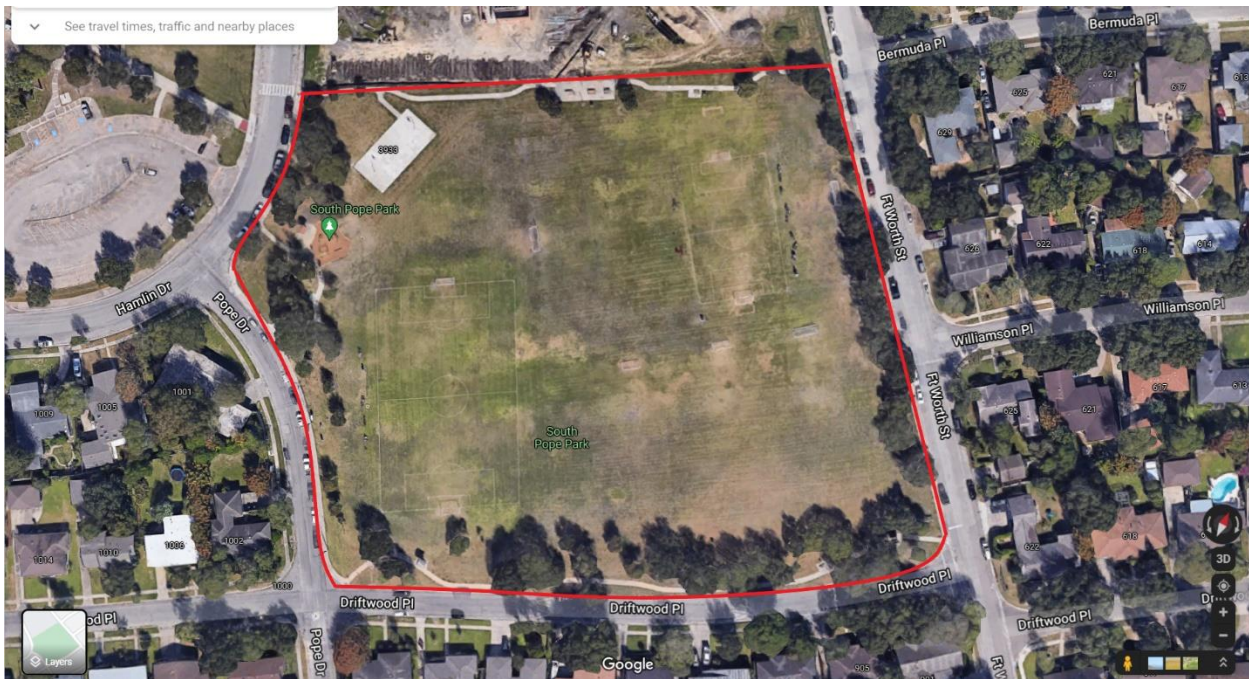
Group 12B – Cullen



Group 12C – Oso Place Park



Group 12D – South Pope



Group 12E – Neyland Library



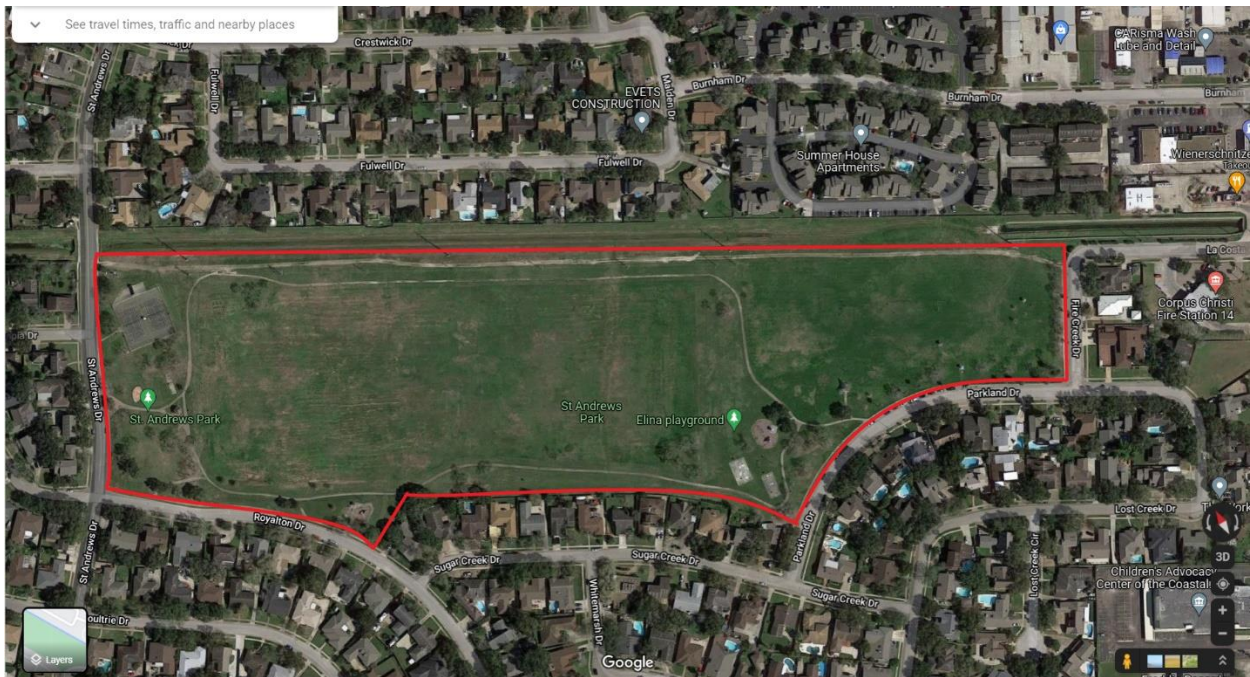
Group 12F – Malibu



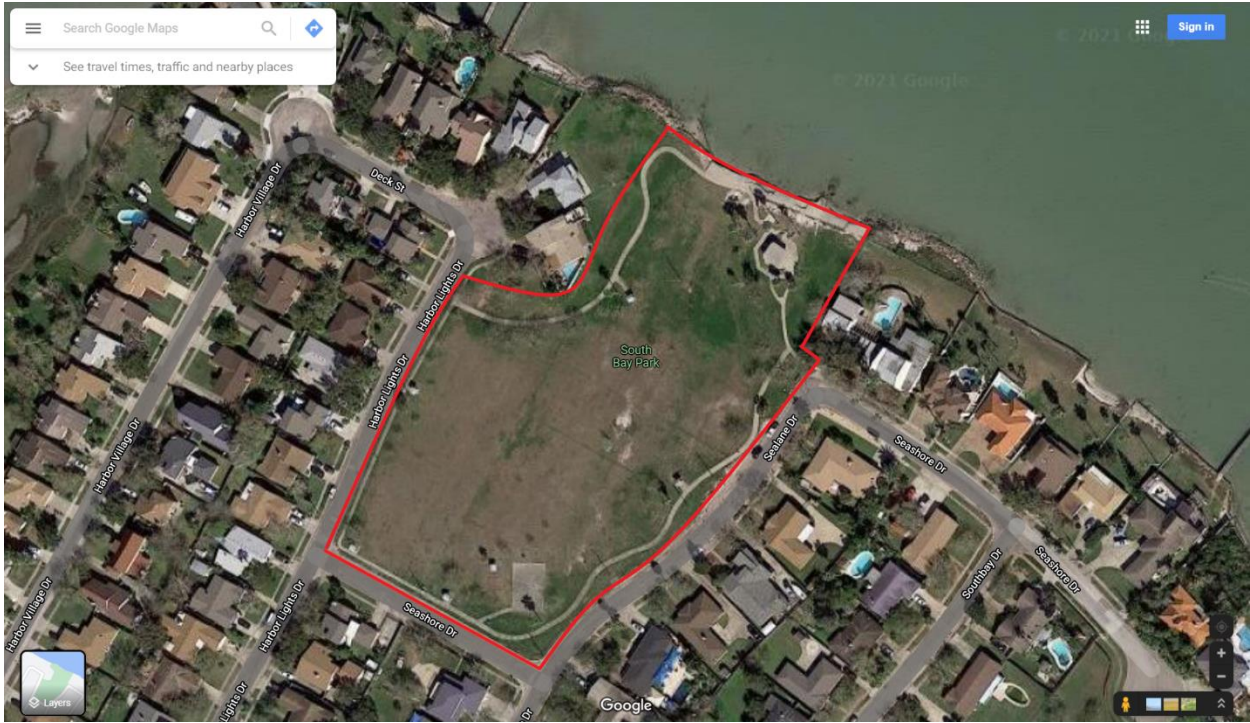
Group 12G – Stonegate



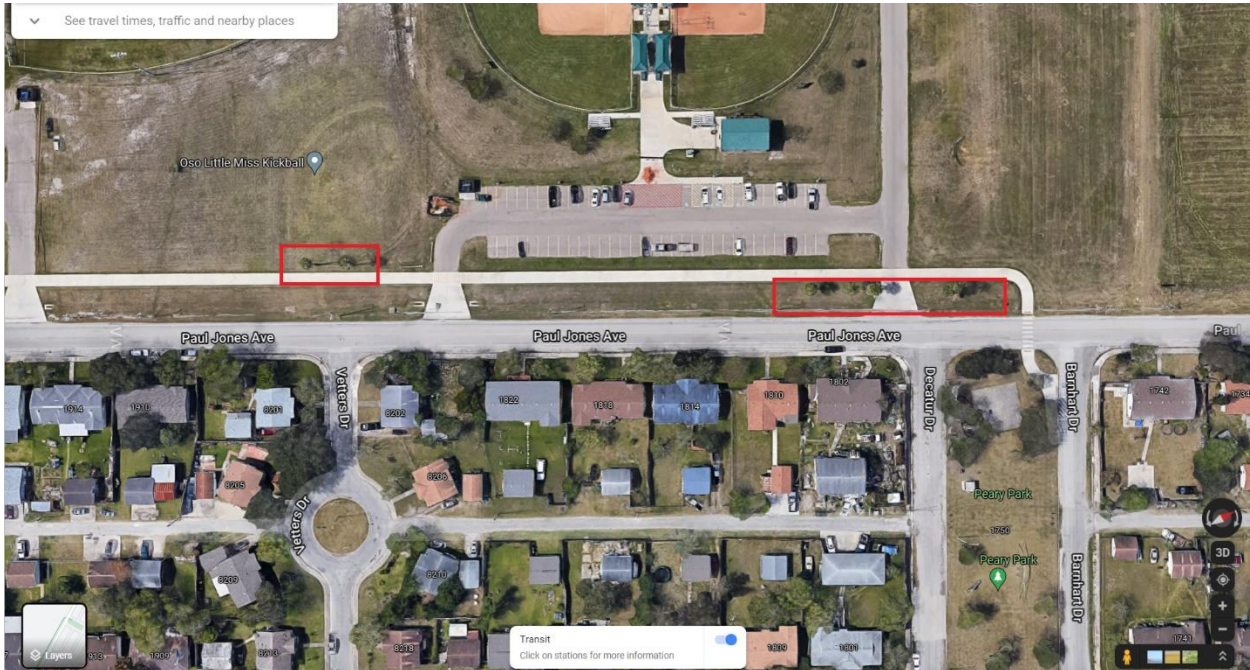
Group 12H – St. Andrews



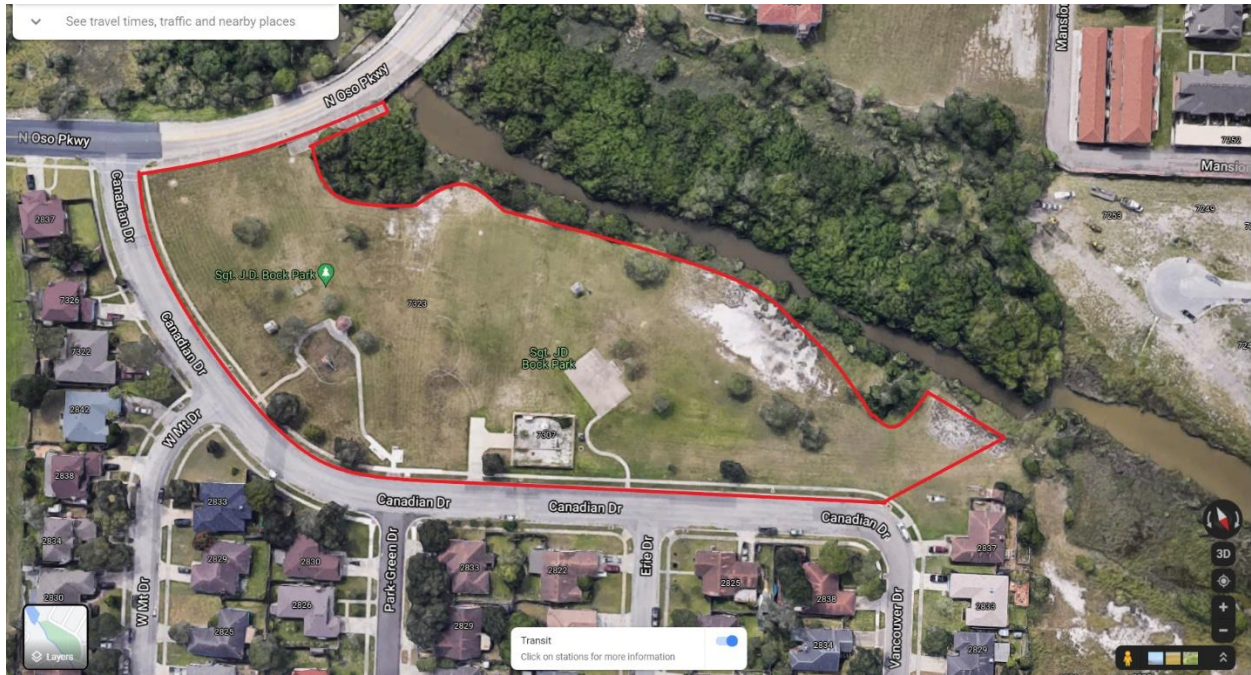
Group 13A – South Bay



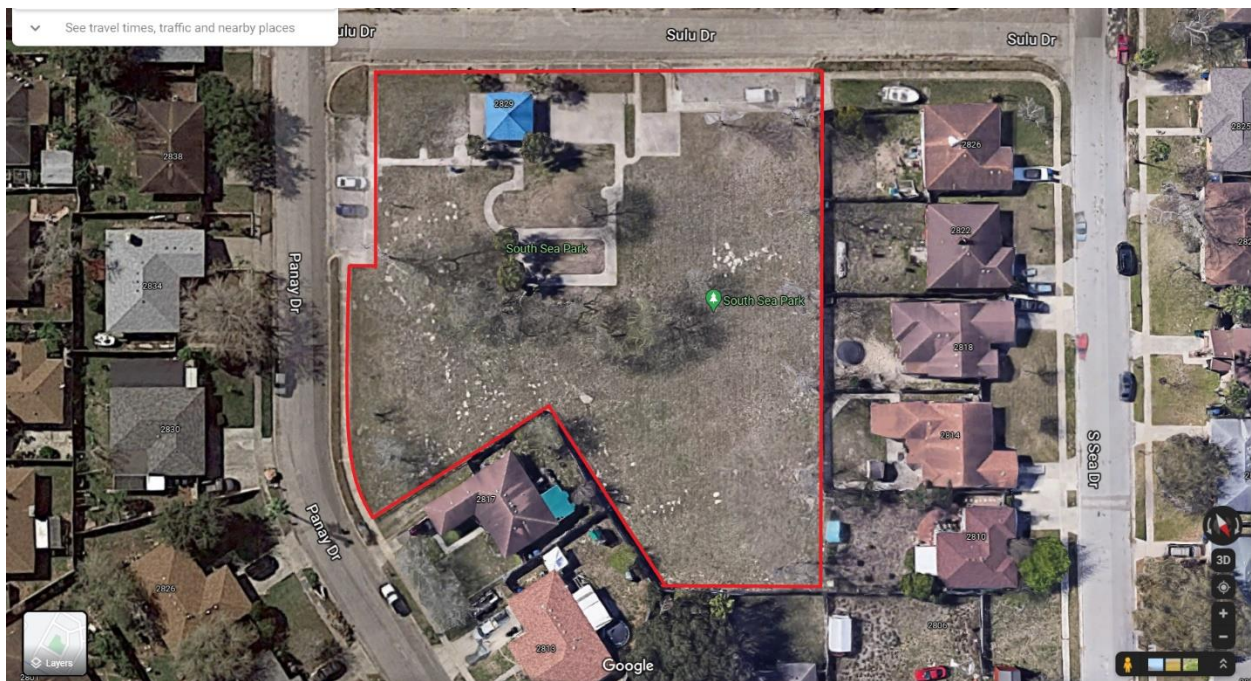
Group 13B – Paul Jones Sports Complex



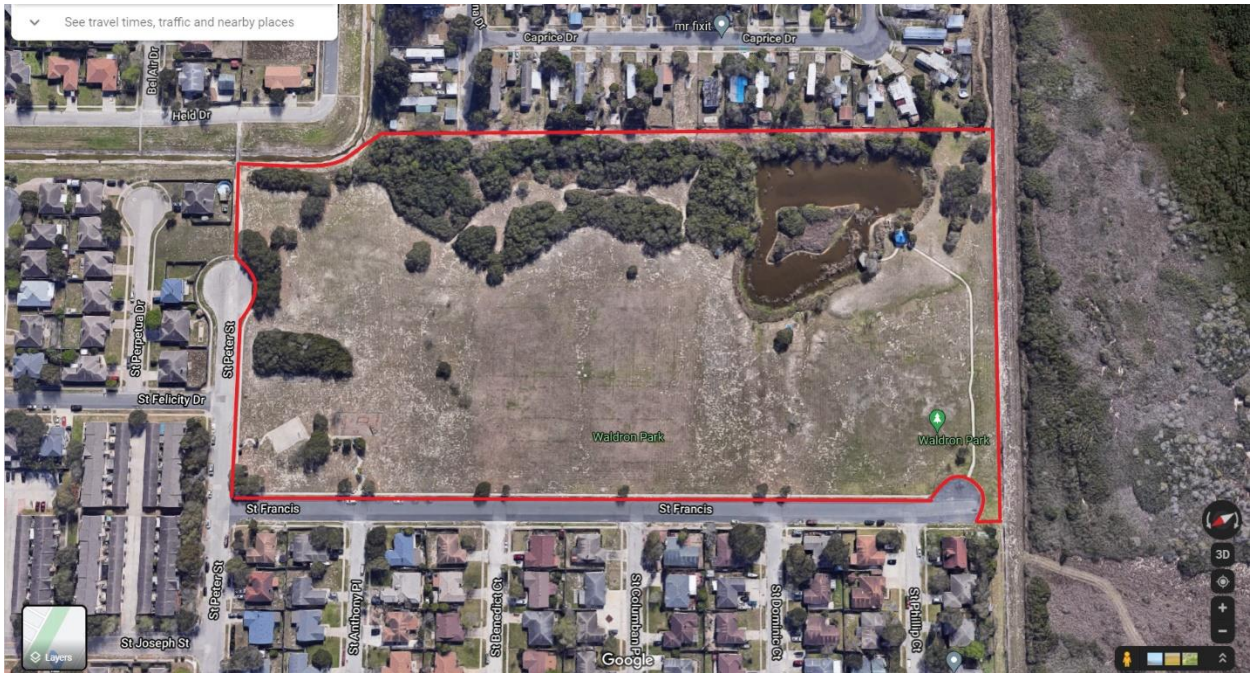
Group 13C – Sgt. J.D. Bock



Group 13D – South Seas



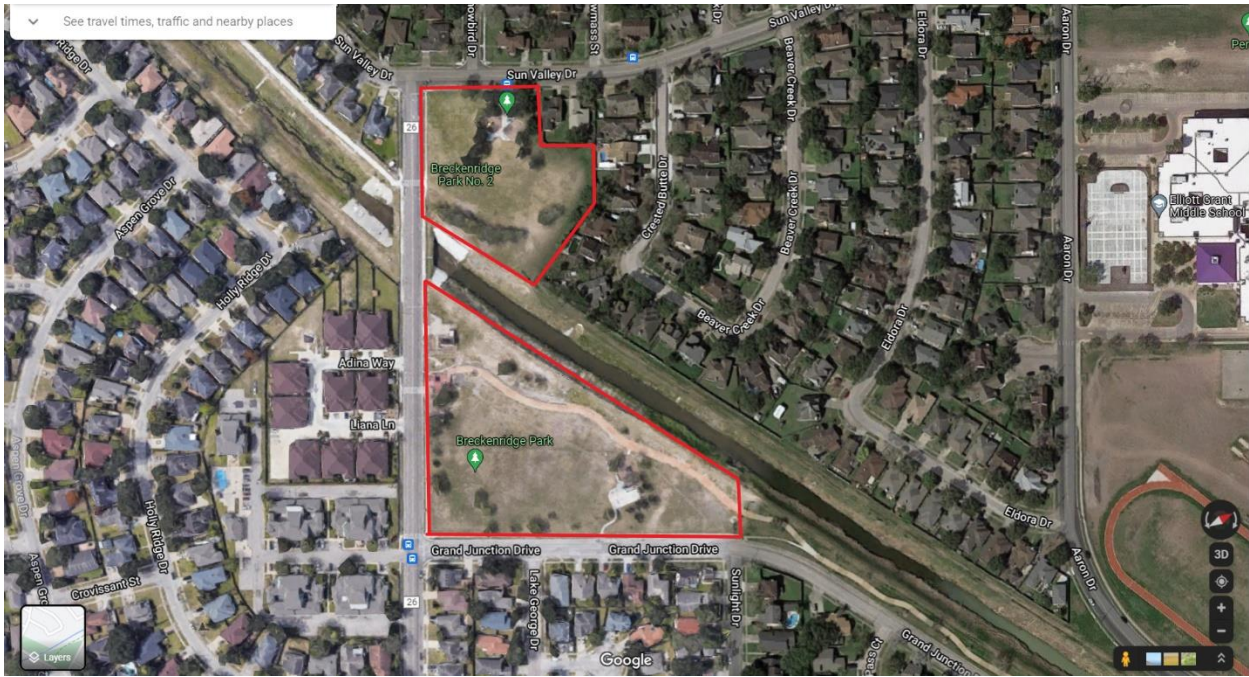
Group 13E – Waldron



Group 13F – Parker



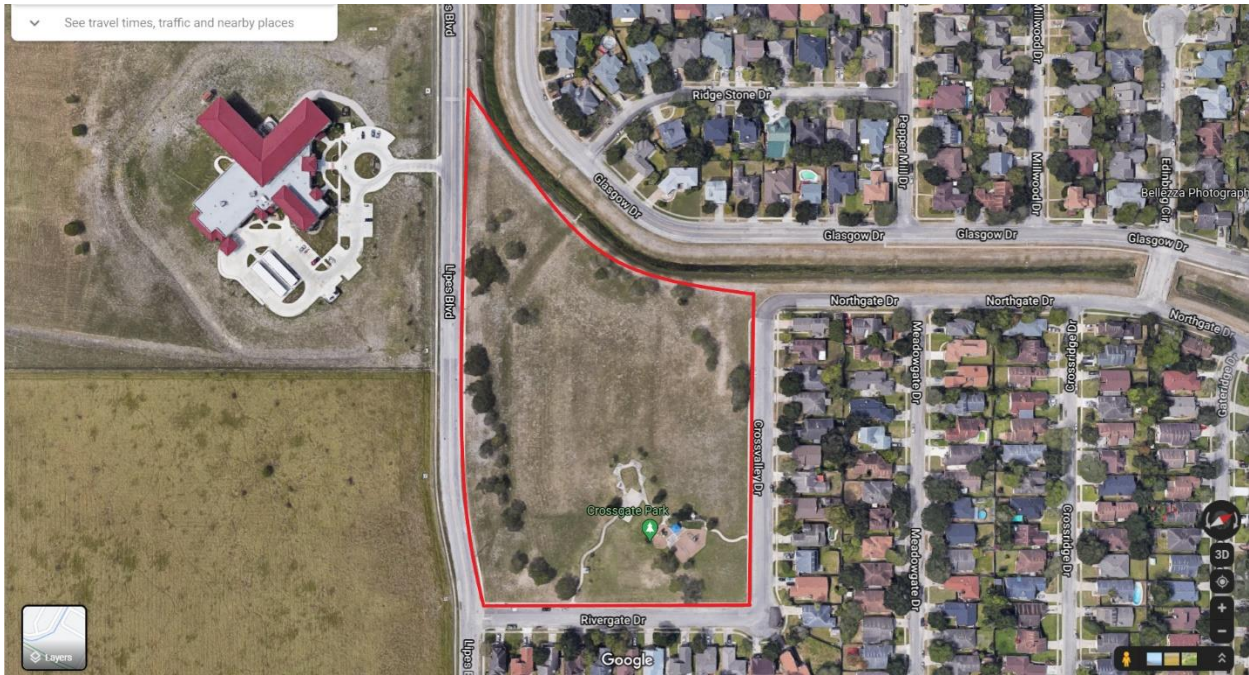
Group 13G – Breckenridge



Group 13H – Cimarron



Group 13I – Crossgate



Group 13J – Bill Witt



ATTACHMENT B - BID/PRICING SCHEDULE**BID FORM**

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	Palm Tree Trimming Group 1	EA	318	\$31	\$9858
2	Palm Tree Trimming Group 2	EA	510	\$31	\$15810
3	Palm Tree Trimming Group 2A	EA	510	\$31	\$15810
4	Palm Tree Trimming Group 3	EA	90	\$31	\$2790
5	Palm Tree Trimming Group 3A	EA	90	\$31	\$2790
6	Palm Tree Trimming Group 4	EA	335	\$31	\$10385
7	Palm Tree Trimming Group 4A	EA	335	\$31	\$10385
8	Palm Tree Trimming Group 5	EA	193	\$31	\$5983
9	Palm Tree Trimming Group 5A	EA	193	\$31	\$5983
10	Palm Tree Trimming Group 6	EA	189	\$31	\$5859
11	Palm Tree Trimming Group 7	EA	441	\$31	\$13671
12	Palm Tree Trimming Group 7A	EA	441	\$31	\$13671
13	Palm Tree Trimming Group 8	EA	147	\$31	\$4557
14	Palm Tree Trimming Group 8A	EA	147	\$31	\$4557
15	Palm Tree Trimming Group 9	EA	173	\$31	\$5363
16	Palm Tree Trimming Group 10	EA	38	\$31	\$1178
17	Palm Tree Trimming Group 11	EA	56	\$31	\$1736
18	Palm Tree Trimming Group 12	EA	52	\$31	\$1612
19	Palm Tree Trimming Group 13	EA	58	\$31	\$1798
TOTALS			4316		\$133796

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: 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) 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.

BOND REQUIREMENTS:

No bonds are required for this Service Agreement

2021 Insurance Requirements

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

Contracts for General Services – Services Performed Onsite

05/10/2021 Risk Management – Legal Dept.

ATTACHMENT D – WARRANTY REQUIREMENTS

No warranty is required for this Service Agreement.