

SERVICE AGREEMENT NO. 3995

PURCHASE AND INSTALLATION OF TREES AT CITY PARKS

THIS **Purchase and Installation of Trees at City Parks Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Valley Garden Center, Inc. dba Southern Landscapes ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Purchase and Installation of Trees at City Parks in response to Request for Bid/Proposal No. 3995 ("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 Purchase and Installation of Trees at City Parks ("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 four months 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 zero additional zero-month 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 \$224,256.00, 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:

Name: Roberta Rodriguez
Department: Parks and Recreation
Phone: 361-826-3166
Email: 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
Title: Contracts and Funds Administrator
Address: 1201 Leopard St., Corpus Christi, Texas 78401
Phone: 361-826-3166
Fax: 361-826-3864

IF TO CONTRACTOR:

Valley Garden Center, Inc. dba Southern Landscapes
Attn: Clay Frady
Title: President
Address: 821 E. Beech Avenue, McAllen, Texas 78501
Phone: 956-618-1899

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

DocuSigned by:
Signature: Clayton Frady
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Printed Name: Clayton Frady

Title: President

Date: 3/7/2022

CITY OF CORPUS CHRISTI

Josh Chronley
Assistant Director of Finance - 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. 3995
- Exhibit 2: Contractor's Bid/Proposal Response

ATTACHMENT A – SCOPE OF WORK

General Requirements/Background Information

The Contractor shall provide and install various trees at 30 park locations throughout the City of Corpus Christi as outlined in this Scope of Work.

Scope of Work

- A. Contractor shall provide and install trees ranging from 45 gal (2" to 3" Caliper) up to 95 gal (3.5" to 4" Caliper) within four weeks of receiving purchase order. (95 gal is preferred)
- B. Installation of trees shall be in accordance with the current industry standards of the International Society of Arboriculture (ANSI). Installation of the trees needs to be done by a Backhoe or Mini Excavator; An Auger is cannot be used.
- C. Trees with a damaged or crooked leader, bark abrasions, sunscald, disfiguring knots, insect damage, or cuts of limbs over 20mm (3/4 inch) in diameter that are not completely closed will be rejected.
- D. All trees shall be of specimen quality, exceptionally heavy, symmetrical, and so trained or favored in development and appearance as to be unquestionably and outstandingly superior in form, compactness, and symmetry. They shall be sound, healthy, vigorous, well branched, and densely foliated when in leaf; free of disease and insects, eggs, or larvae; and shall have healthy, well-developed root systems. They shall be free from physical damage or other conditions that would prevent vigorous growth.
- E. Branches shall be tied with rope or twine only, and in such a manner that no damage will occur to the bark or branches. During transportation of plant material, the Contractor shall exercise care to prevent injury and drying out of the trees. Should the roots be dried out, large branches broken, balls of earth broken or loosened, or areas of bark torn, Park Operations may reject the injured tree(s) and order them replaced at no additional cost to the City. All loads of plants shall be covered at all times with tarpaulin or canvas. Loads that are not protected will be rejected.
- F. Trees shall not be lifted by straps wrapped directly around the trunk.
- G. Container trees shall carefully be removed from the container by cutting it in a manner not to damage the root ball. Remove plastic, paper, or fiber pots from containerized plant material. Pull roots out of the root mat and cut circling roots with a sharp knife. Immediately after removing the container, install the plant such that the roots do not dry out. Place plant and backfill carefully around the base and sides to two-thirds the depth of the root ball; then thoroughly water the

backfill to allow for settlement. Backfill the remainder of the pit, allowing for the depth of mulch.

- H. Trees will require 3 stakes per tree and 3 inches of mulch in depth around tree and mulch shall not be placed within three inches of the trunk.
- I. Finished grading shall be done following installation of trees. The entire area shall be carefully raked to a smooth surface free of clods, roots, or stones one-half inch or larger prior to mulching.
- J. Contractor shall secure 811 clearances to plant prior to installation.
- K. Service shall be performed during normal business hours, 7:00 a.m. – 3:00 p.m., Monday-Friday.
- L. Contractor shall be responsible for repairing any damages on amenities, sidewalks and back filling ruts.
- M. Contractor shall contact Contract Administrator, Jesse Balderaz, O (361-826-1936, C (361)-548-9902 for scheduling.
- N. Contractor shall provide a one-year warranty on trees and installation.

Work Site and Conditions

The various tree species and quantities shall be installed at the following City parks:

1. Chiquito Park- 223 Pueblo St. 78405 - 5 Trees

- Qty 1 - Live Oak (*Quercus virginiana*)
- Qty 1 - Bur Oak (*Quercus macrocarpa*)
- Qty 1 - Montezuma Cypress (*Taxodium Mucronatum*)
- Qty 1 - Cedar Elm (*Ulmas crassifolia*)
- Qty 1 - Anacaua (*Ehretia anacua*)

2. Glen Royal Park- 3646 Victory Dr. 78408 - 4 Trees

- Qty 1 - Live Oak (*Quercus virginiana*)
- Qty 1 - Bur Oak (*Quercus macrocarpa*)
- Qty 1 - Cedar Elm (*Ulmas crassifolia*)
- Qty 1 - Anacaua (*Ehretia anacua*)

3. Hudson Park- 8025 Erne St. 78409 - 5 Trees

- Qty 1 - Live Oak (*Quercus virginiana*)
- Qty 1 - Bur Oak (*Quercus macrocarpa*)
- Qty 1 - Montezuma Cypress (*Taxodium Mucronatum*)
- Qty 1 - Cedar Elm (*Ulmas crassifolia*)
- Qty 1 - Anacaua (*Ehretia anacua*)

4. Lt. Stuart J. Alexander Park- 10622 Frontier Dr. 78410 - 4 Trees

- Qty 1 - Live Oak (*Quercus virginiana*)
- Qty 1 - Bur Oak (*Quercus macrocarpa*)

- Qty 1 - Cedar Elm (*Ulmus crassifolia*)
- Qty 1 - Anacua (*Ehretia anacua*)

5. McNorton Park- 9036 Caroline Rd. 78409 - 3 Trees

- Qty 1 - Live Oak (*Quercus virginiana*)
- Qty 1 - Bur Oak (*Quercus macrocarpa*)
- Qty 1 - Cedar Elm (*Ulmus crassifolia*)

6. Mobile Park- 5906 Skyline Dr. 78408 - 6 Trees

- Qty 2 - Live Oak (*Quercus virginiana*)
- Qty 2 - Bur Oak (*Quercus macrocarpa*)
- Qty 2 - Cedar Elm (*Ulmus crassifolia*)

7. West Guth Park- 9700 Up River Rd. 78410 - 21 Trees

- Qty 4 - Live Oak (*Quercus virginiana*)
- Qty 4 - Bur Oak (*Quercus macrocarpa*)
- Qty 3 - Mexican Sycamore (*Platanus occidebtails*)
- Qty 6 - Montezuma Cypress (*Taxodium Mucronatum*)
- Qty 4 - Anacua (*Ehretia anacua*)

8. Casa Linda Park- 3200 Norton St. 78411 - 4 Trees

- Qty 1 - Live Oak (*Quercus virginiana*)
- Qty 1 - Bur Oak (*Quercus macrocarpa*)
- Qty 1 - Monterrey Oak (*Quercus polymorpha*)
- Qty 1 - Cedar Elm (*Ulmus crassifolia*)

9. H.E.B. Park- 1501 Shely St. 78404 - 8 Trees

- Qty 2 - Live Oak (*Quercus virginiana*)
- Qty 2 - Bur Oak (*Quercus macrocarpa*)
- Qty 1 - Monterrey Oak (*Quercus polymorpha*)
- Qty 2 - Cedar Elm (*Ulmus crassifolia*)
- Qty 1 - Anacua (*Ehretia anacua*)

10. Prescott Park- 1913 Hawthorne Dr. 78404 - 3 Trees

- Qty 1 - Live Oak (*Quercus virginiana*)
- Qty 1 - Bur Oak (*Quercus macrocarpa*)
- Qty 1 - Cedar Elm (*Ulmus crassifolia*)

11. Lawson Park- 2724 Rogers St. 78405 - 5 Trees

- Qty 2 - Live Oak (*Quercus virginiana*)
- Qty 2 - Bur Oak (*Quercus macrocarpa*)
- Qty 1 - Cedar Elm (*Ulmus crassifolia*)

12. Catalina Martinez Park- 1516 7th St. 78404 - 2 Trees

- Qty 1 - Live Oak (*Quercus virginiana*)
- Qty 1 - Cedar Elm (*Ulmus crassifolia*)

13. Collier Park- 3801 Harris Dr. 78412 - 9 Trees

- Qty 1 - Live Oak (*Quercus virginiana*)
- Qty 2 - Bur Oak (*Quercus macrocarpa*)
- Qty 2 - Mexican Sycamore (*Platanus occidebtails*)
- Qty 2 - Cedar Elm (*Ulmus crassifolia*)
- Qty 2 - Anacaua (*Ehretia anacua*)

14. Sam Houston Park- 1629 Brentwood Dr. 78415 - 9 Trees

- Qty 1 - Live Oak (*Quercus virginiana*)
- Qty 2 - Bur Oak (*Quercus macrocarpa*)
- Qty 2 - Mexican Sycamore (*Platanus occidebtails*)
- Qty 2 - Cedar Elm (*Ulmus crassifolia*)
- Qty 2 - Anacaua (*Ehretia anacua*)

15. Glen Arbor Park- 5842 Tanglewood Dr. 78412 - 15 Trees

- Qty 3 - Live Oak (*Quercus virginiana*)
- Qty 2 - Bur Oak (*Quercus macrocarpa*)
- Qty 2 - Mexican Sycamore (*Platanus occidebtails*)
- Qty 2 - Monterrey Oak (*Quercus polymorpha*)
- Qty 2 - Montezuma Cypress (*Taxodium Mucronatum*)
- Qty 2 - Cedar Elm (*Ulmus crassifolia*)
- Qty 2 - Anacaua (*Ehretia anacua*)

16. John Jones Park- 4320 Shaw St. 78416 - 10 Trees

- Qty 1 - Live Oak (*Quercus virginiana*)
- Qty 2 - Bur Oak (*Quercus macrocarpa*)
- Qty 1 - Mexican Sycamore (*Platanus occidebtails*)
- Qty 1 - Monterrey Oak (*Quercus polymorpha*)
- Qty 1 - Montezuma Cypress (*Taxodium Mucronatum*)
- Qty 2 - Cedar Elm (*Ulmus crassifolia*)
- Qty 2 - Anacaua (*Ehretia anacua*)

17. Stonegate Park- 4610 Bonner Dr. 78411 - 10 Trees

- Qty 2 - Live Oak (*Quercus virginiana*)
- Qty 2 - Bur Oak (*Quercus macrocarpa*)
- Qty 1 - Mexican Sycamore (*Platanus occidebtails*)
- Qty 1 - Monterrey Oak (*Quercus polymorpha*)
- Qty 2 - Cedar Elm (*Ulmus crassifolia*)
- Qty 2 - Anacaua (*Ehretia anacua*)

18. Schanen Park- 5930 O'Toole Dr. 78413 - 13 Trees

- Qty 2 - Live Oak (*Quercus virginiana*)
- Qty 2 - Bur Oak (*Quercus macrocarpa*)
- Qty 2 - Mexican Sycamore (*Platanus occidebtails*)
- Qty 1 - Monterrey Oak (*Quercus polymorpha*)
- Qty 2 - Montezuma Cypress (*Taxodium Mucronatum*)
- Qty 2 - Cedar Elm (*Ulmas crassifolia*)
- Qty 2 - Anacaua (*Ehretia anacua*)

19. Molina Veterans Park- 1150 Blomington St. 78416 - 10 Trees

- Qty 2 - Live Oak (*Quercus virginiana*)
- Qty 3 - Bur Oak (*Quercus macrocarpa*)
- Qty 3 - Cedar Elm (*Ulmas crassifolia*)
- Qty 2 - Anacaua (*Ehretia anacua*)

20. Lamar Park- 4231 Santa Fe St. 78411 - 12 Trees

- Qty 2 - Live Oak (*Quercus virginiana*)
- Qty 2 - Bur Oak (*Quercus macrocarpa*)
- Qty 1 - Mexican Sycamore (*Platanus occidebtails*)
- Qty 1 - Monterrey Oak (*Quercus polymorpha*)
- Qty 3 - Montezuma Cypress (*Taxodium Mucronatum*)
- Qty 2 - Cedar Elm (*Ulmas crassifolia*)
- Qty 1 - Anacaua (*Ehretia anacua*)

21. Dan Whitworth Park- 701 S. Pius Dr. 78412 - 6 Trees

- Qty 1 - Live Oak (*Quercus virginiana*)
- Qty 1 - Bur Oak (*Quercus macrocarpa*)
- Qty 1 - Monterrey Oak (*Quercus polymorpha*)
- Qty 1 - Montezuma Cypress (*Taxodium Mucronatum*)
- Qty 1 - Cedar Elm (*Ulmas crassifolia*)
- Qty 1 - Anacaua (*Ehretia anacua*)

22. Claremont Park- 701 Caddo St. 78412 - 6 Trees

- Qty 2 - Live Oak (*Quercus virginiana*)
- Qty 1 - Bur Oak (*Quercus macrocarpa*)
- Qty 1 - Cedar Elm (*Ulmas crassifolia*)
- Qty 2 - Anacaua (*Ehretia anacua*)

23. Oso Place Park- 1000 Prince De. 78412 – 8 Trees

- Qty 2 - Live Oak (*Quercus virginiana*)
- Qty 2 - Bur Oak (*Quercus macrocarpa*)
- Qty 2 - Mexican Sycamore (*Platanus occidebtails*)
- Qty 1 - Cedar Elm (*Ulmas crassifolia*)
- Qty 1 - Anacaua (*Ehretia anacua*)

24. Turtle Cove Park- 9516 Lovebird 78418 - 8 Trees

- Qty 2 - Live Oak (Quercus virginiana)
- Qty 2 - Bur Oak (Quercus macrocarpa)
- Qty 2 - Cedar Elm (Ulmus crassifolia)
- Qty 2 - Anacua (Ehretia anacua)

25. Vineyards Park- 6900 Vineyard Dr. 78405 – 3 Trees

- Qty 1 - Live Oak (Quercus virginiana)
- Qty 1 - Bur Oak (Quercus macrocarpa)
- Qty 1 - Cedar Elm (Ulmus crassifolia)

26. Brandywine Park- 2601 Summer Ridge Dr. 78414 - 7 Trees

- Qty 2 - Live Oak (Quercus virginiana)
- Qty 1 - Bur Oak (Quercus macrocarpa)
- Qty 1 - Monterrey Oak (Quercus polymorpha)
- Qty 2 - Cedar Elm (Ulmus crassifolia)
- Qty 1 - Anacua (Ehretia anacua)

27. Lexington Park- 6721 Rhine Dr. 78412 - 7 Trees

- Qty 2 - Live Oak (Quercus virginiana)
- Qty 2 - Bur Oak (Quercus macrocarpa)
- Qty 2 - Cedar Elm (Ulmus crassifolia)
- Qty 1 - Anacua (Ehretia anacua)

28. King's Point Park- 6090 Queen Bess Dr. 78414 - 7 Trees

- Qty 2 - Live Oak (Quercus virginiana)
- Qty 1 - Bur Oak (Quercus macrocarpa)
- Qty 1 - Monterrey Oak (Quercus polymorpha)
- Qty 2 - Cedar Elm (Ulmus crassifolia)
- Qty 1 - Anacua (Ehretia anacua)

29. Brockhampton Park- 5934 Brockhampton St. 78414 - 8

- Qty 2 - Live Oak (Quercus virginiana)
- Qty 2 - Bur Oak (Quercus macrocarpa)
- Qty 1 - Monterrey Oak (Quercus polymorpha)
- Qty 2 - Cedar Elm (Ulmus crassifolia)
- Qty 1 - Anacua (Ehretia anacua)

30. St Andrews Park- 5902 St.Anderws Dr. 78413 - 12 Trees

- Qty 2 - Live Oak (Quercus virginiana)
- Qty 2 - Bur Oak (Quercus macrocarpa)
- Qty 2 - Mexican Sycamore (Platanus occidebtails)
- Qty 2 - Montezuma Cypress (Taxodium Mucronatum)
- Qty 2 - Cedar Elm (Ulmus crassifolia)
- Qty 2 - Anacua (Ehretia anacua)

Tree Count	
50	Live Oak (<i>Quercus virginiana</i>)
49	Bur Oak (<i>Quercus macrocarpa</i>)
18	Mexican Sycamore (<i>Platanus occidebtails</i>)
12	Monterrey Oak (<i>Quercus polymorpha</i>)
19	Montezuma Cypress (<i>Taxodium Mucronatum</i>)
44	Cedar Elm (<i>Ulmas crassifolia</i>)
38	Anacaua (<i>Ehretia anacua</i>)

*See attached Exhibit A for placement of trees at City Parks

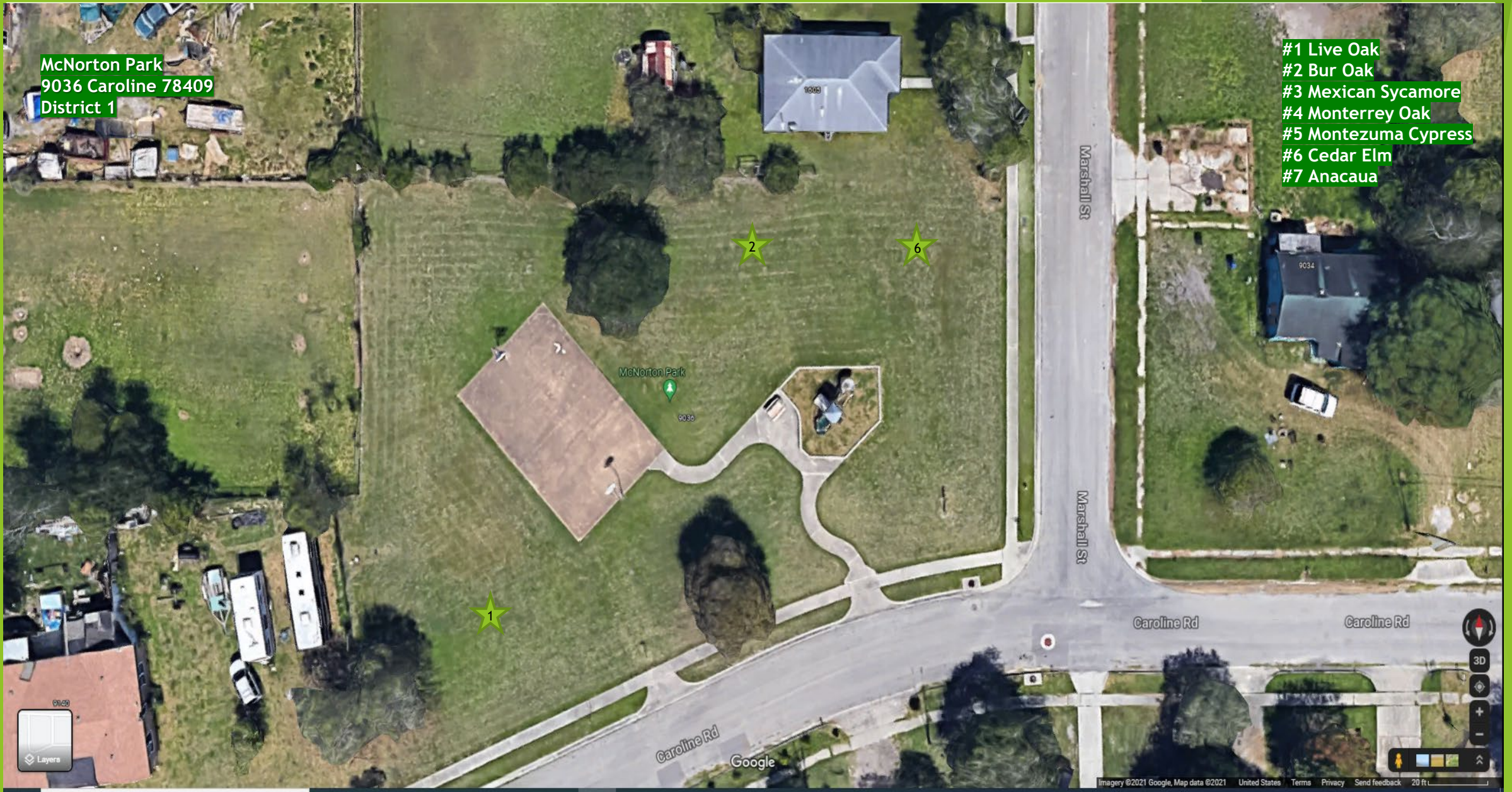
Contractor Quality Control and Superintendence

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 – MAPS
PLACEMENT OF TREES AT CITY PARKS

McNorton Park
9036 Caroline 78409
District 1

- #1 Live Oak
- #2 Bur Oak
- #3 Mexican Sycamore
- #4 Monterrey Oak
- #5 Montezuma Cypress
- #6 Cedar Elm
- #7 Anacaula



Mobile Park
5906 Skyline 78408
District 1

- #1 Live Oak
- #2 Bur Oak
- #3 Mexican Sycamore
- #4 Monterrey Oak
- #5 Montezuma Cypress
- #6 Cedar Elm
- #7 Anacaula



Layers

Google

Lt. Stuart Alexander Park
10622 Frontier 78410
District 1

- #1 Live Oak
- #2 Bur Oak
- #3 Mexican Sycamore
- #4 Monterrey Oak
- #5 Montezuma Cypress
- #6 Cedar Elm
- #7 Anacaula



Google

Hudson Park
8025 Erne 78409
District 1

- #1 Live Oak
- #2 Bur Oak
- #3 Mexican Sycamore
- #4 Monterrey Oak
- #5 Montezuma Cypress
- #6 Cedar Elm
- #7 Anacaula



Glen Royal Park
3646 Victory 78408
District 1

- #1 Live Oak
- #2 Bur Oak
- #3 Mexican Sycamore
- #4 Monterrey Oak
- #5 Montezuma Cypress
- #6 Cedar Elm
- #7 Anacua



Chiquito Park
223 Pueblo 78405
District 1

- #1 Live Oak
- #2 Bur Oak
- #3 Mexican Sycamore
- #4 Monterrey Oak
- #5 Montezuma Cypress
- #6 Cedar Elm
- #7 Anacaula



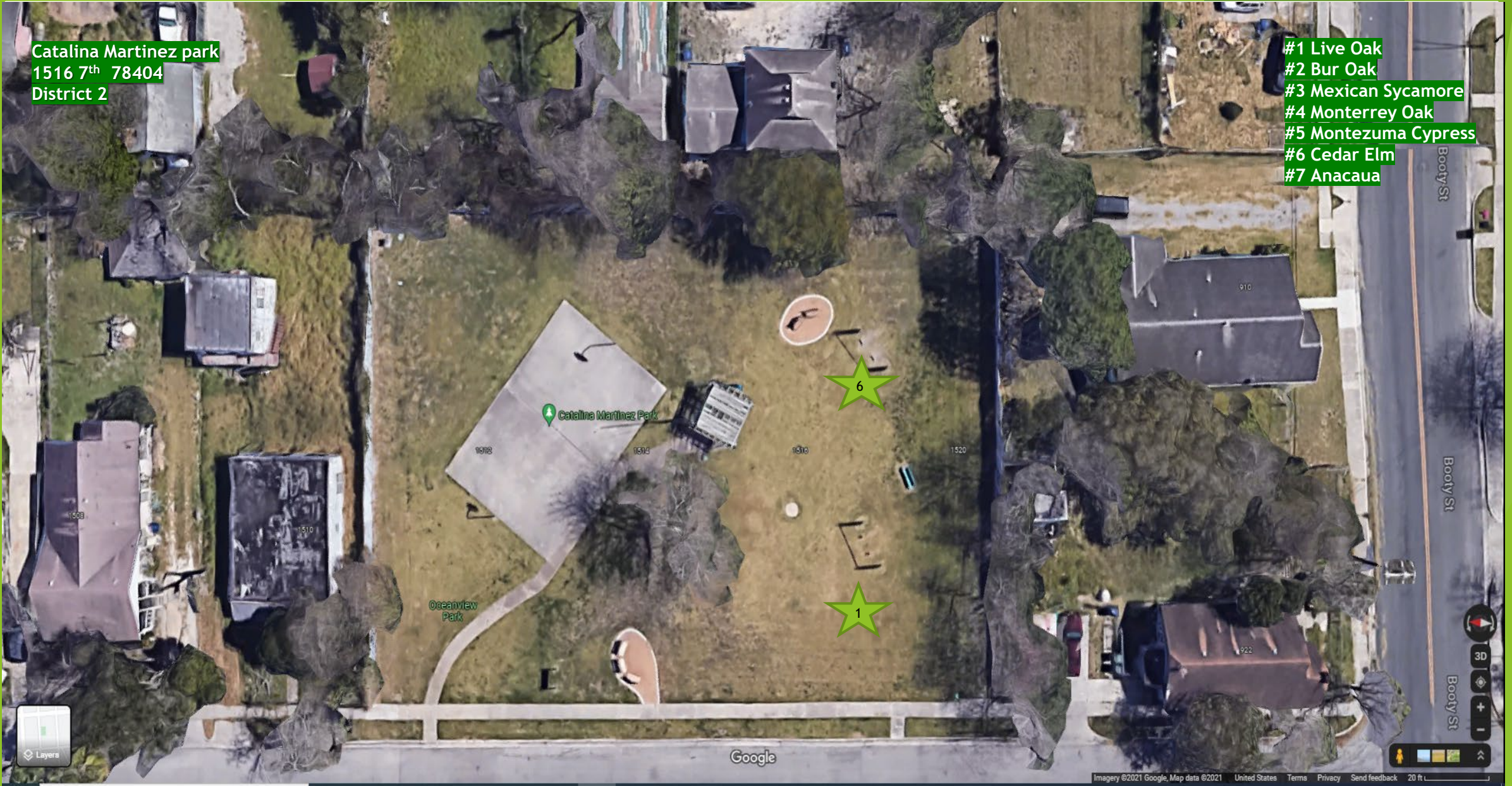
West Guth Park
9700 Up River 78410
District 1

- #1 Live Oak
- #2 Bur Oak
- #3 Mexican Sycamore
- #4 Monterrey Oak
- #5 Montezuma Cypress
- #6 Cedar Elm
- #7 Anacua



Catalina Martinez park
1516 7th 78404
District 2

- #1 Live Oak
- #2 Bur Oak
- #3 Mexican Sycamore
- #4 Monterrey Oak
- #5 Montezuma Cypress
- #6 Cedar Elm
- #7 Anacaula



Layers

Google

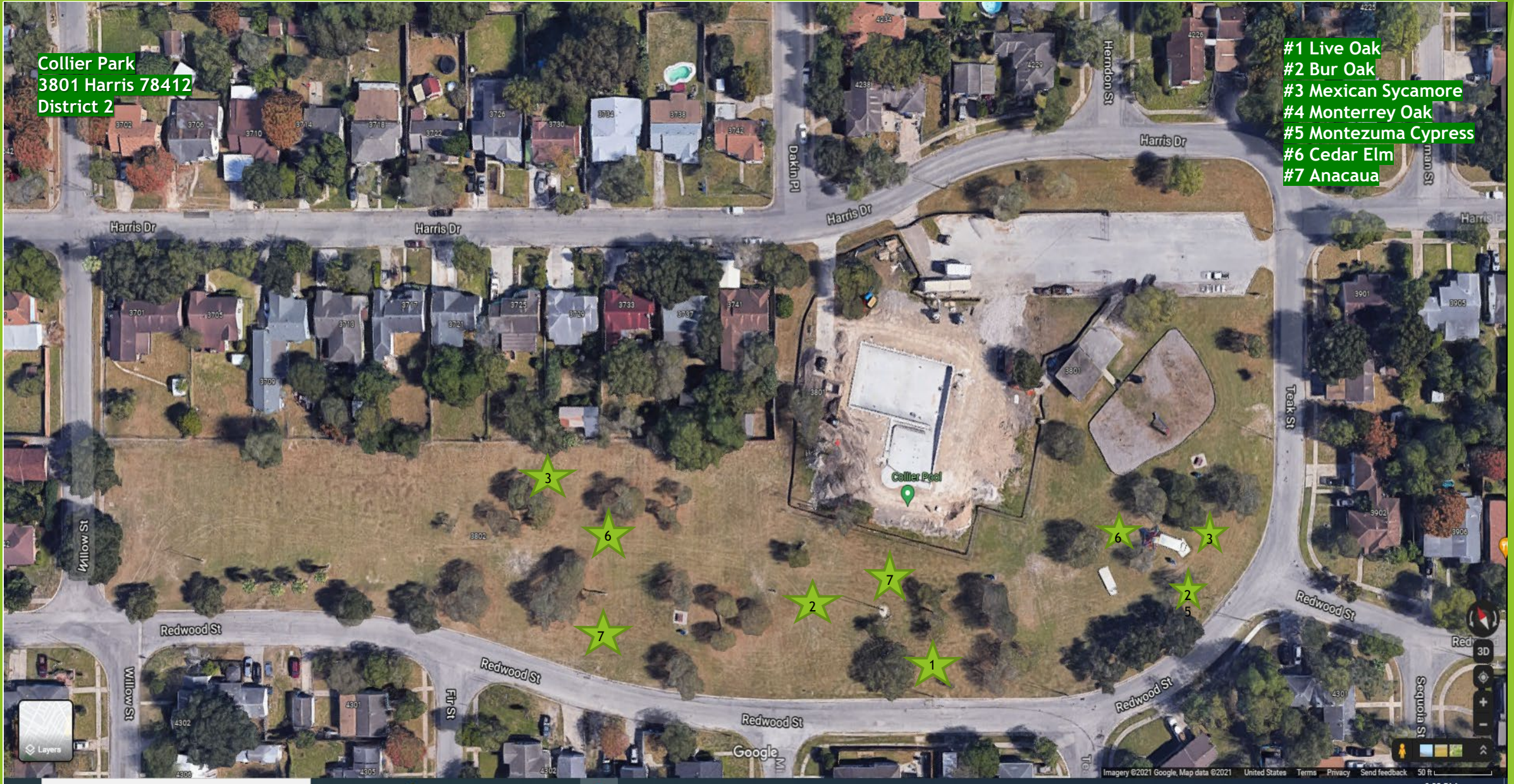
Casa Linda Park
3200 Norton 78411
District 2

- #1 Live Oak
- #2 Bur Oak
- #3 Mexican Sycamore
- #4 Monterrey Oak
- #5 Montezuma Cypress
- #6 Cedar Elm
- #7 Anacua



Collier Park
3801 Harris 78412
District 2

- #1 Live Oak
- #2 Bur Oak
- #3 Mexican Sycamore
- #4 Monterrey Oak
- #5 Montezuma Cypress
- #6 Cedar Elm
- #7 Anacua



H.E.B. Park
1501 Shely 78404
District 2

- #1 Live Oak
- #2 Bur Oak
- #3 Mexican Sycamore
- #4 Monterrey Oak
- #5 Montezuma Cypress
- #6 Cedar Elm
- #7 Anacua



Lawson Park
2724 Rogers 78405
District 2

- #1 Live Oak
- #2 Bur Oak
- #3 Mexican Sycamore
- #4 Monterrey Oak
- #5 Montezuma Cypress
- #6 Cedar Elm
- #7 Anacaula



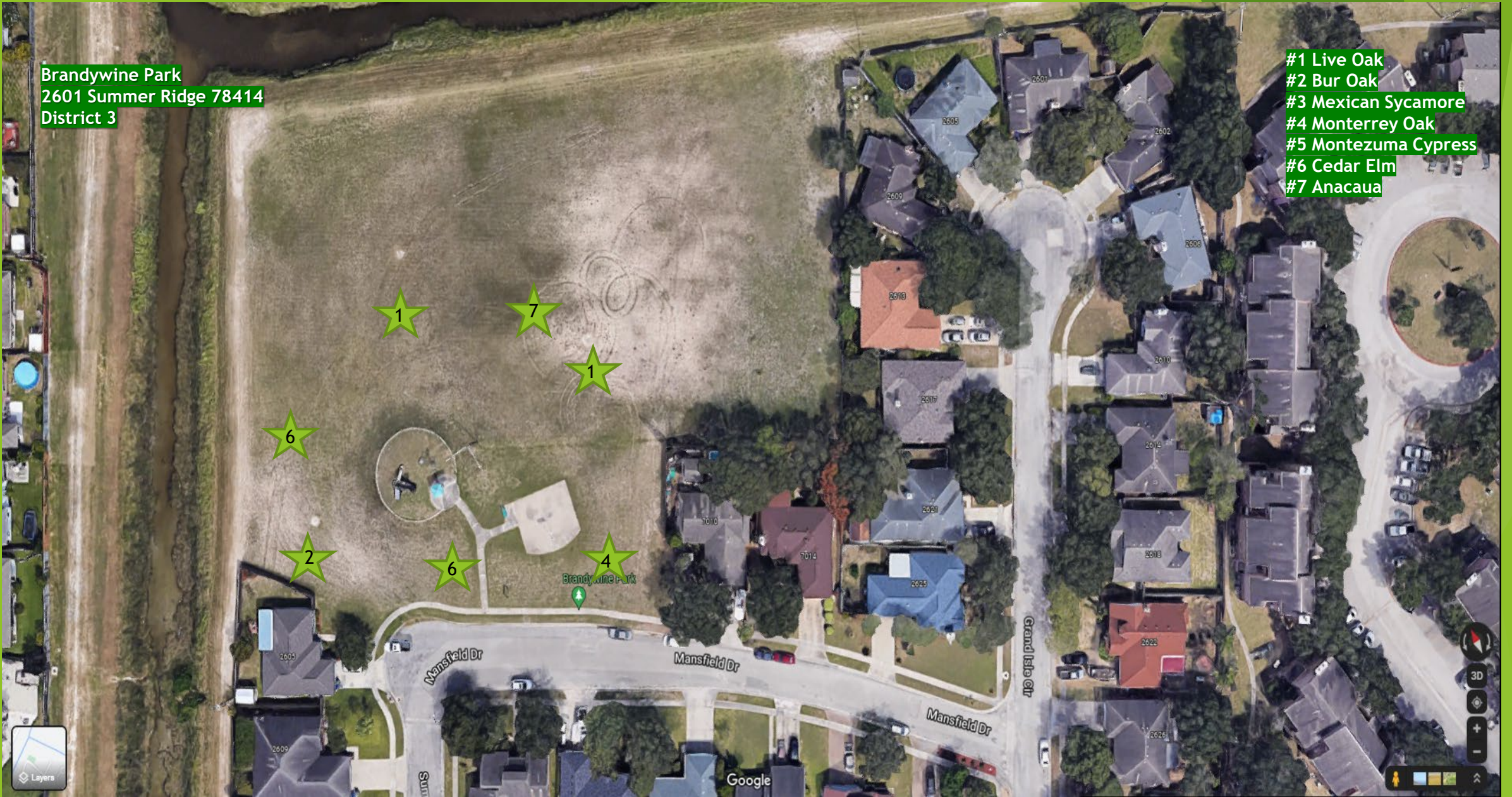


Sam Houston Park
1629 Brentwood 78415
District 2

- #1 Live Oak
- #2 Bur Oak
- #3 Mexican Sycamore
- #4 Monterrey Oak
- #5 Montezuma Cypress
- #6 Cedar Elm
- #7 Anacaua

Brandywine Park
2601 Summer Ridge 78414
District 3

- #1 Live Oak
- #2 Bur Oak
- #3 Mexican Sycamore
- #4 Monterrey Oak
- #5 Montezuma Cypress
- #6 Cedar Elm
- #7 Anacua



Stonegate Park
4610 Bonner 78411
District 3

- #1 Live Oak
- #2 Bur Oak
- #3 Mexican Sycamore
- #4 Monterrey Oak
- #5 Montezuma Cypress
- #6 Cedar Elm
- #7 Anacua



Schanen Park
5930 O'Toole 78413
District 3

- #1 Live Oak
- #2 Bur Oak
- #3 Mexican Sycamore
- #4 Monterrey Oak
- #5 Montezuma Cypress
- #6 Cedar Elm
- #7 Anacaula





Glen Arbor Park
5842 Tanglewood 78412
District 3

- #1 Live Oak
- #2 Bur Oak
- #3 Mexican Sycamore
- #4 Monterrey Oak
- #5 Montezuma Cypress
- #6 Cedar Elm
- #7 Anacau



Google

John Jones Park
4320 Shaw 78416
District 3

- #1 Live Oak
- #2 Bur Oak
- #3 Mexican Sycamore
- #4 Monterrey Oak
- #5 Montezuma Cypress
- #6 Cedar Elm
- #7 Anacaula



King's Point Park
6090 Queen Bess 78414
District 3

- #1 Live Oak
- #2 Bur Oak
- #3 Mexican Sycamore
- #4 Monterrey Oak
- #5 Montezuma Cypress
- #6 Cedar Elm
- #7 Anacaula



Queen Bess Dr

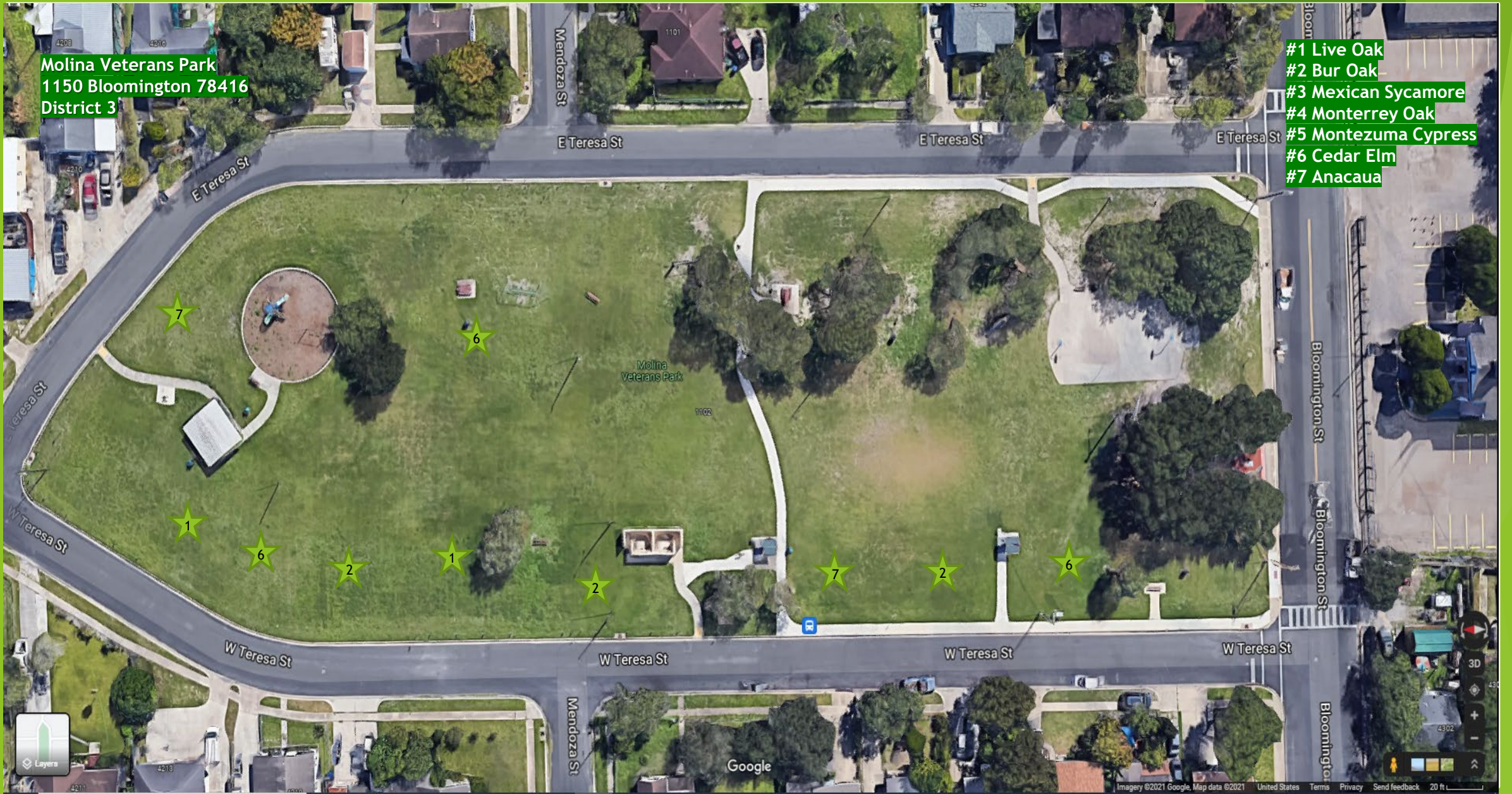
Queen Bess Dr

Queen Bess Dr
Google

Queen Bess Dr

Molina Veterans Park
1150 Bloomington 78416
District 3

- #1 Live Oak
- #2 Bur Oak
- #3 Mexican Sycamore
- #4 Monterrey Oak
- #5 Montezuma Cypress
- #6 Cedar Elm
- #7 Anacua



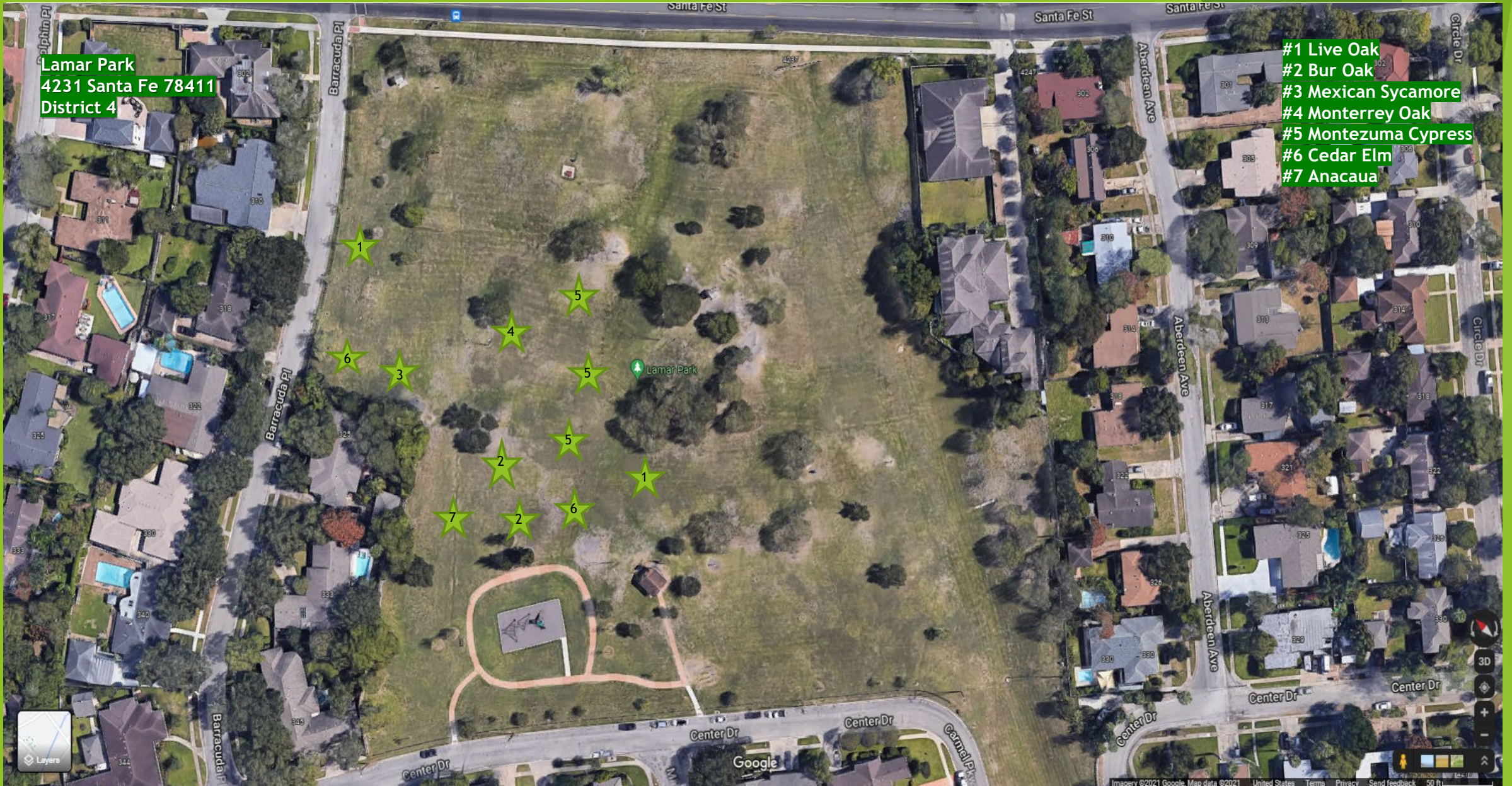
Claremont Park
701 Caddo 78412
District 4

- #1 Live Oak
- #2 Bur Oak
- #3 Mexican Sycamore
- #4 Monterrey Oak
- #5 Montezuma Cypress
- #6 Cedar Elm
- #7 Anacaula



Lamar Park
4231 Santa Fe 78411
District 4

- #1 Live Oak
- #2 Bur Oak
- #3 Mexican Sycamore
- #4 Monterrey Oak
- #5 Montezuma Cypress
- #6 Cedar Elm
- #7 Anacua



Dan Whitworth Park
701 S Pius 78412
District 4

- #1 Live Oak
- #2 Bur Oak
- #3 Mexican Sycamore
- #4 Monterrey Oak
- #5 Montezuma Cypress
- #6 Cedar Elm
- #7 Anacaul



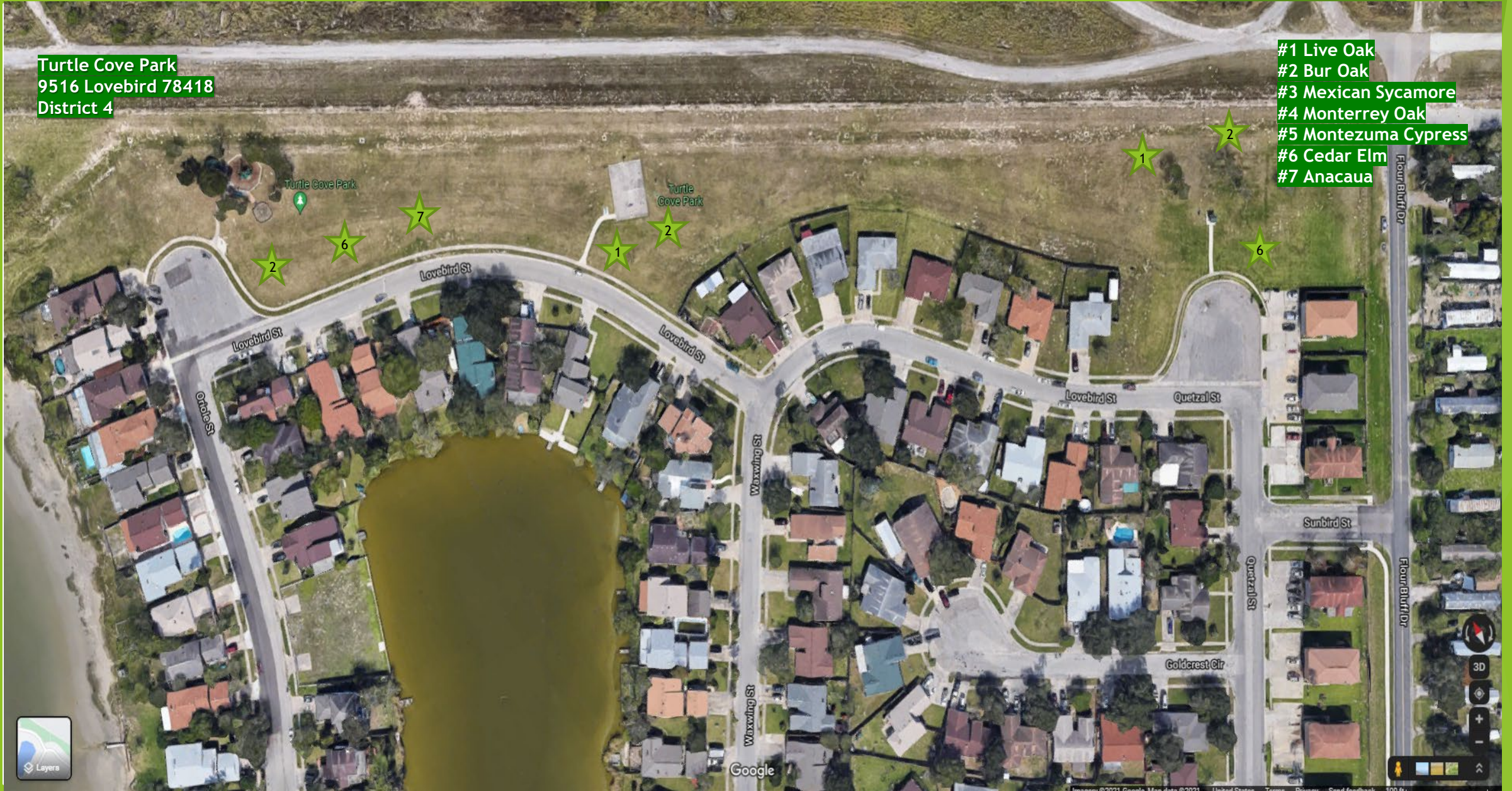
Oso Place Park
1000 Prince 78412
District 4

- #1 Live Oak
- #2 Bur Oak
- #3 Mexican Sycamore
- #4 Monterrey Oak
- #5 Montezuma Cypress
- #6 Cedar Elm
- #7 Anacua



Turtle Cove Park
9516 Lovebird 78418
District 4

- #1 Live Oak
- #2 Bur Oak
- #3 Mexican Sycamore
- #4 Monterrey Oak
- #5 Montezuma Cypress
- #6 Cedar Elm
- #7 Anacua



Vineyard Park
6900 Vineyard 78415
District 5

- #1 Live Oak
- #2 Bur Oak
- #3 Mexican Sycamore
- #4 Monterrey Oak
- #5 Montezuma Cypress
- #6 Cedar Elm
- #7 Anacaula



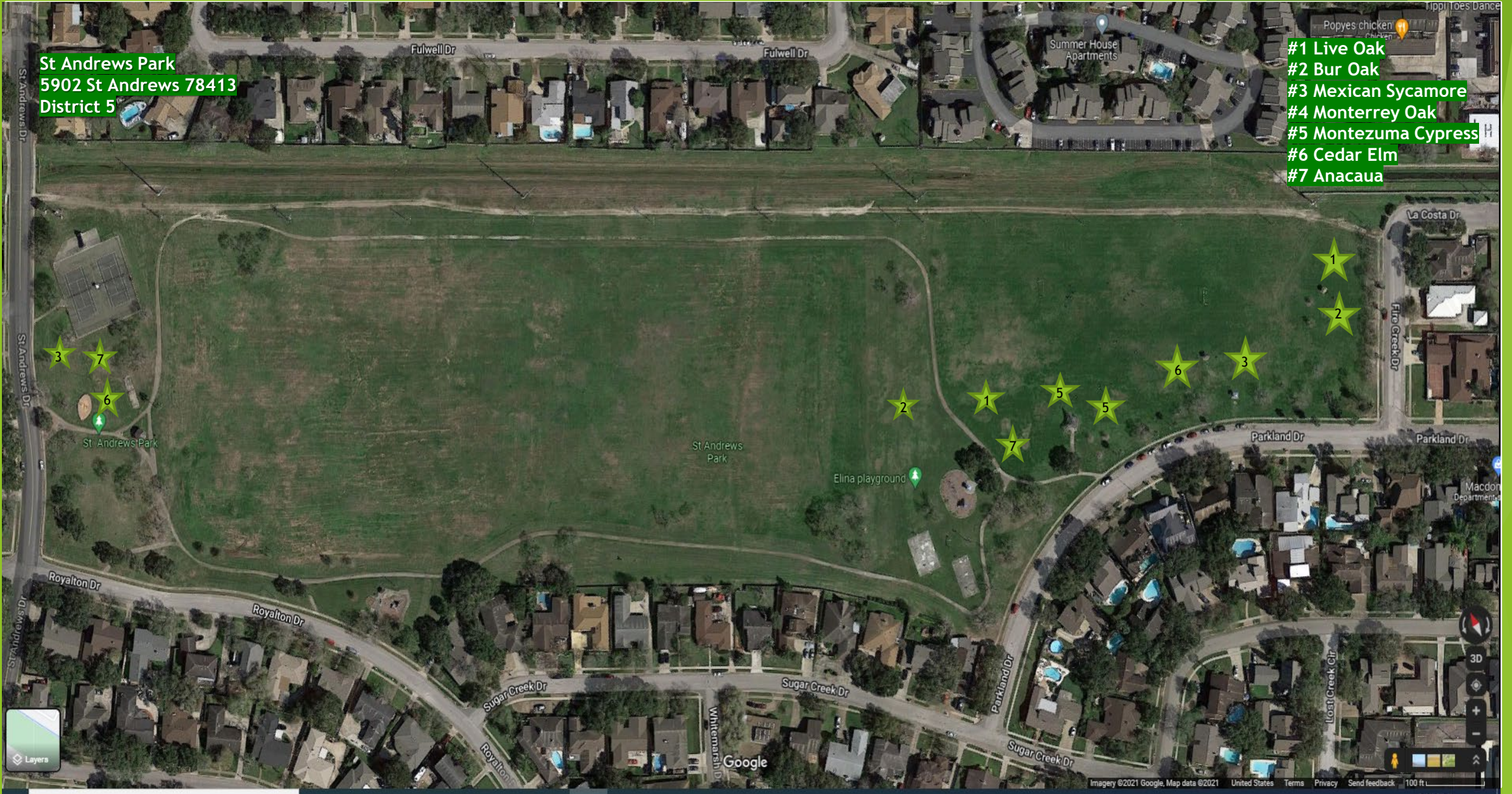
Brockhampton Park
5934 Brockhampton 78414
District 5

- #1 Live Oak
- #2 Bur Oak
- #3 Mexican Sycamore
- #4 Monterrey Oak
- #5 Montezuma Cypress
- #6 Cedar Elm
- #7 Anacaula



St Andrews Park
5902 St Andrews 78413
District 5

- #1 Live Oak
- #2 Bur Oak
- #3 Mexican Sycamore
- #4 Monterrey Oak
- #5 Montezuma Cypress
- #6 Cedar Elm
- #7 Anacua

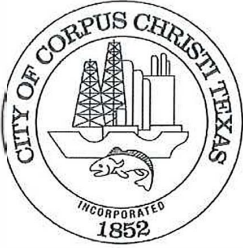


Lexington Park
6721 Rhine 78412
District 5

- #1 Live Oak
- #2 Bur Oak
- #3 Mexican Sycamore
- #4 Monterrey Oak
- #5 Montezuma Cypress
- #6 Cedar Elm
- #7 Anacaula



ATTACHMENT B - BID/PRICING SCHEDULE



CITY OF CORPUS CHRISTI CONTRACTS AND PROCUREMENT BID FORM

RFB No. 3995

PURCHASE AND INSTALLATION OF TREES AT CITY PARKS

Date:

2/3/22

PAGE 1 OF 2

Bidder:

Southern Landscapes

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.

BID FORM

PAGE 2 OF 2

Item	Description	UNIT	QTY	Unit Price	Total Price 45 Gallon	Total Price 95 Gallon
1	Live Oak (Quercus virginiana) including labor (only one will be selected, 95 GAL is preferred)	45 GAL	50	460	23,000	
		95 GAL	50	1,386		69,300
2	Bur Oak (Quercus macrocarpa) including labor (only one will be selected, 95 GAL is preferred)	45 GAL	49	450	22,050	
		95 GAL	49	1,444		70,756
3	Mexican Sycamore (Platanus occidebtails) including labor (only one will be selected, 95 GAL is preferred)	45 GAL	18	600	10,800	
		95 GAL	18	1250		22,500
4	Monterrey White Oak (Quercus polymorpha) including labor (only one will be selected, 95 GAL is preferred)	45 GAL	12	460	5,520	
		95 GAL	12	785		9,420
5	Montezuma Cypress (TaxodiumMucronatum) including labor (only one will be selected, 95 GAL is preferred)	45 GAL	19	460	8740	
		95 GAL	19	800		15,200
6	Cedar Elm (Ulmas crassifolia) including labor (only one will be selected, 95 GAL is preferred)	45 GAL	44	425	18,700	
		95 GAL	44	800		35,200
7	Anacaua (Ehretia anacua) including labor (only one will be selected, 95 GAL is preferred)	45 GAL	38	460	17,480	
		95 GAL	38	575		21,850
Grand Total 45 Gallon					106,290	
Grand Total 95 Gallon						244,226

Contract value not to exceed \$224,256.00

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: 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	Statutory
EMPLOYER'S LIABILITY	\$500,000 /\$500,000 /\$500,000
POLLUTION LIABILITY (Including Cleanup and Remediation) Risk Review	\$1,000,000 Per Occurrence

- 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.

No Bonds are required for this Service Agreement.

2021 Insurance Requirements

Ins. Req. Exhibit **4-C**

Contracts for General Services – Services Performed Onsite - Pollution

05/10/2021 Risk Management – Legal Dept.

ATTACHMENT D – WARRANTY

Contractor shall provide a one-year warranty on trees and installation.