

SERVICE AGREEMENT NO. 4767

Tree Planting Services on Leopard Street

THIS **Tree Planting Services on Leopard Street Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Maldonado Nursery & Landscaping, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Tree Planting Services on Leopard Street in response to Request for Bid/Proposal No. 4767 ("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 Tree Planting Services on Leopard Street ("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 fifteen 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-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 \$78,979.79, 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: Velma Pena
Department: Public Works
Phone: 361-826-1933
Email: VelmaP@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: Velma Pena
Title: Contracts/Funds Administrator
Address: 2525 Hygeia St., Corpus Christi, Texas 78415
Phone: 361-826-1933
Fax: N/A

IF TO CONTRACTOR:

Maldonado Nursery & Landscaping, Inc.
Attn: Jerry Maldonado
Title: Owner / CEO
Address: 16348 Nacogdoches Rd, San Antonio,
Texas 78247
Phone: 210-599-1219

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.

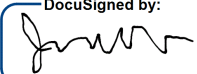
(B) Alternatively, the City may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

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

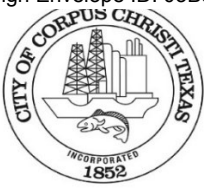
DocuSigned by:
Signature: 
ACCC3C75410A405...
Printed Name: Jerry Maldonado
Title: vp
Date: 7/6/2023

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. 4767
Exhibit 2: Contractor's Bid/Proposal Response



ATTACHMENT A: SCOPE OF WORK

1.1 General Requirements/Background Information

- A. The Contractor shall remove, dispose, provide, and install various trees located at Leopard Street medians between Violet Rd. and McKinzie Rd. as outlined in this Scope of Work.
- B. Project work for items 1-7 shall be completed within three-months of issuance of the notice to proceed.
- C. Maintenance plan for item 8 shall commence once all project work is complete and accepted for a period of 12 months.

1.2 Scope of Work

- A. The Contractor shall remove and dispose of Crape Myrtle trees, Live Oak trees, and tree stumps ranging from 4" in diameter to 12" in diameter.
- B. The Contractor shall provide and install Bur Oak trees ranging from 45 gal (2" to 3" Caliper) up to 95 gal (3.5" to 4" Caliper) within four weeks of receiving order (95 gal is preferred).
- C. Installation of trees shall be in accordance with the current industry standards of the International Society of Arboriculture (ANSI).
- D. 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.
- E. 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.
- F. 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.
- G. Trees shall not be lifted by straps wrapped directly around the trunk.
- H. 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.

- I. The Contractor shall secure 811 clearances to plant prior to installation.
- J. Service shall be performed during normal business hours, 7:00 a.m. – 5:00 p.m., Monday-Friday.
- K. The Contractor shall be responsible for repairing any damage including but not limited to, curb and gutter, ruts in median, and pavement.
- L. The Contractor shall provide a one-year warranty on trees and installation

1.3 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.

1.4 Measurement and Basis for Payment for Bid Items

- A. Item No. 1 – MOBILIZATION (MAX. 5%)
 - a. Measurement: This Item will be measured by the lump sum.
 - b. Payment: Will be measured at 5% of the total estimated cost.
 - i. Payment for job mobilization shall be for all items and shall be included in the lump sum price. This item will include all operations necessary for the preparatory work and operations in mobilizing to begin work on the project, including but not limited to: multiple operations necessary for the movement of personnel equipment, supplies, and incidentals to the project site; sanitary and other facilities as required by these specifications and state and local laws and regulations, along with any other pre-construction expense necessary for the start of the work; the cost of bonds, permits and fees, construction schedules, shop drawings, temporary facilities, lay down storage area, construction aids, pre-construction documentation, traffic control devices, work associated with the Contractor support during reviews and inspection, re-inspection and storage, and final site clean-up.
- B. Item No. 2 – TRAFFIC CONTROL PLAN
 - a. This item consists of providing a signed and sealed Traffic Control Plan in accordance with TMUTCD to implement the work listed in the scope.
 - b. Measurement and payment will be by each.
- C. Item No. 3 – TRAFFIC CONTROL MEASURES
 - a. The Contractor shall provide, install, move, replace, maintain, clean and remove all required temporary traffic controls including, but not limited to, barricades, signs, barriers, cones, lights, signals, temporary detours, temporary striping and markers, flagmen, temporary

drainage pipes and structures, and such temporary devices necessary to safely complete the project.

b. Measurement and payment will be by the month.

D. Item No. 4 – REMOVE CRAPE MYRTLE TREE (LAGERSTROEMIA INDICA)

a. The Contractor shall remove trees of various diameters. Remove tree stumps to at least 12 inches below the surrounding terrain. Backfill holes with acceptable material and compact flush with surrounding area.

b. Measurement for tree removal will be by each tree of the diameter specified. The diameter will be measured 3 ft. above the ground. Trees less than 4 inches in diameter are considered brush. Trees with multiple trunks at the point of measurement will be measured separately and paid for according to the specified diameter. Removal of the stump is subsidiary to tree removal.

c. The payment will be paid at the unit price bid. This price is full compensation for removal, trimming, disposal, equipment, traffic control, labor, and incidentals.

E. Item No. 5 – REMOVE LIVE OAK TREE (QUERCUS VIRGINIANA) (4"-12" DIA)

a. The Contractor shall remove trees of various diameters. Remove tree stumps to at least 12 inches below the surrounding terrain. Backfill holes with acceptable material and compact flush with surrounding area.

b. Measurement for tree removal will be by each tree of the diameter specified. The diameter will be measured 3 ft. above the ground. Trees less than 4 inches in diameter are considered brush. Trees with multiple trunks at the point of measurement will be measured separately and paid for according to the specified diameter. Removal of the stump is subsidiary to tree removal.

c. The payment will be paid for at the unit price bid. This price is full compensation for removal, trimming, disposal, equipment, traffic control, labor, and incidentals.

F. Item No. 6 – REMOVE TREE STUMP

a. The Contractor shall remove tree stumps of various diameters.

b. Tree stumps shall be removed at least 12 inches below the surrounding terrain. Backfill holes with acceptable material and compact flush with surrounding area.

c. Measurement for stump removal will be by each stump removed. This item is for stumps where others previously removed the tree.

- d. The payment will be paid for at the unit price bid. This price is full compensation for removal, trimming, disposal, equipment, traffic control, labor, and incidentals.

G. Item No. 7 – INSTALL BUR OAK TREE (QUERCUS MACROCARPA) (95 GAL)

- a. The Contractor shall provide and install trees and related materials at designated locations.
- b. The Contractor shall use backfill and plant soil mix excavated from the tree pits or provide a loose, friable soil mix. Provide a soil mix free of reproductive parts of weeds and grasses, harmful substances, and detrimental amounts of foreign matter. Mix shall include compost.
- c. Container trees shall be carefully 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. Trees shall be installed within 24 hr. of excavating tree pits. Scarify the walls of pits as tree installation begins. Center all trees in a pit, except those mechanically collected, backfill in lifts, each lift

1/3 of the depth of the root ball, and fill the pit with water after each lift to remove air pockets. Prune protruding roots, from the root ball, for mechanically collected trees, to a point even with the cutting blades. Place the tree in the pit and work sand between the pit walls and the root ball with water until the sand fills all the cavities.
- d. Install plant supports which will include 3 stakes per tree, guying, and bracing. Supports shall keep plants in a vertical position.
- e. Measurement: This item will be measured by each tree.
- f. Payment: The payment shall be paid for at the unit price. This price is full compensation for furnishing the tree, mulch, tree soil mix, landscape edge, and vegetation barrier.

H. Item No. 8 – MAINTENANCE PLAN

- a. The Contractor shall provide a one-year maintenance plan, which will consist of the following:
 - i. Watering – The ground and backfill must be kept moist at least 12 inches around the entire root ball. Bur Oak Trees shall be watered regularly every 2 weeks.
 - ii. Plant Support – Plant supports shall be replaced, repaired, and adjusted as needed. Staking and guying must be adjusted to prevent girdling of plant trunks. Support material shall be removed or disposed of as directed.
 - iii. Mulch – Mulch shall be replaced as needed or as directed.

a. Measurement and payment will be by the month.

4.5 **Work Site and Conditions**

Trees shall be removed and installed on Leopard St. from Violet Rd. (11200 Leopard St., 78410) to McKinzie Rd. (10500 Leopard St., 78410) as shown in the removal layouts and installation layouts provided in Exhibit A.

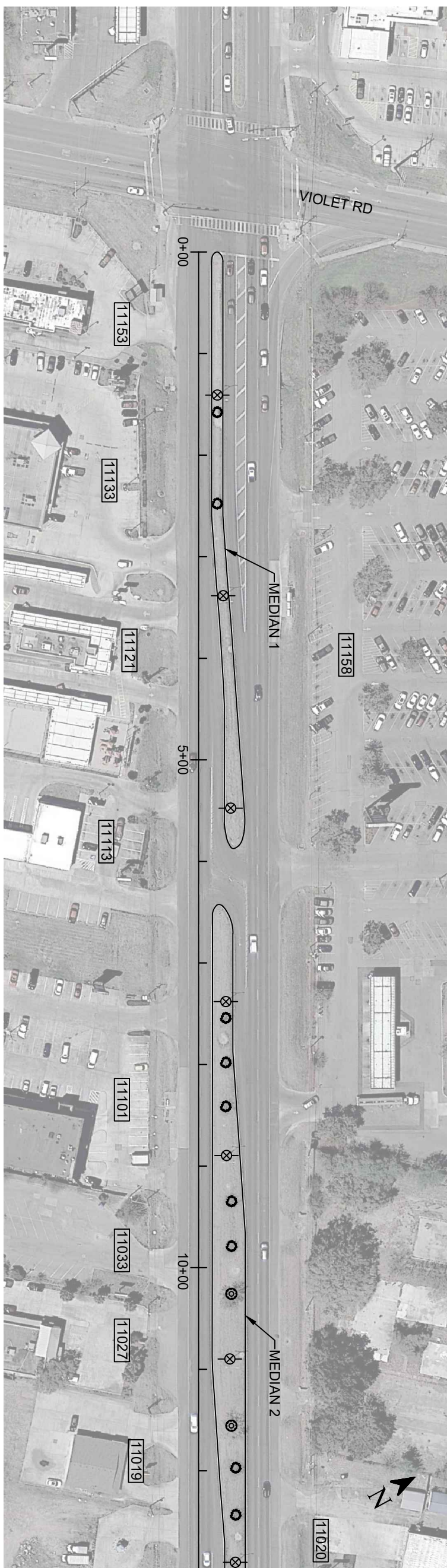
See Table 1 below for Quantity Summary.

Table 1

QUANTITY SUMMARY

	ITEM 4	ITEM 5	ITEM 6	ITEM 7
Location	Remove Crape Myrtle Tree (Lagerstroemia Indica)	Remove Live Oak Tree (Quercus Virginiana) (95 Gal)	Remove Tree Stump	Install Bur Oak Tree (Quercus Macrocarpa) (95 Gal)
	EA	EA	EA	EA
Median 1	2	0	0	5
Median 2	8	2	0	7
Median 3	8	3	1	8
Median 4	8	0	0	5
Median 5	7	3	0	6
Median 6	4	0	0	4
TOTAL	37	8	1	35

**EXHIBIT A - MAPS
PLACEMENT OF TREES**




MATCHLINE STA 13+00

LEOPARD ST (VIOLET RD TO STA 13+00)
SCALE: N.T.S.

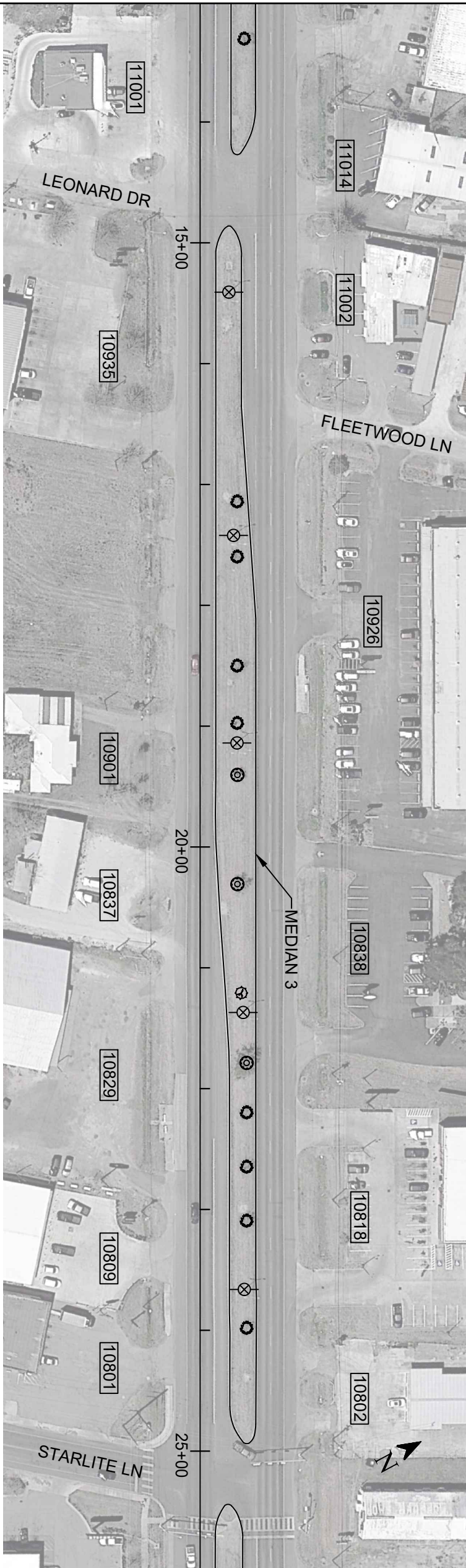
REMOVAL SUMMARY			
LOCATION	ITEM 4	ITEM 5	ITEM 6
REMOVE GRAPE MYRTLE TREE (LAGERSTROEMIA INDICA)	EA	REMOVE LIVE OAK TREE (QUERCUS VIRGINIANA) (95 GAL)	REMOVE TREE STUMP
MEDIAN 1	2	0	0
MEDIAN 2	8	2	0
TOTAL	10	2	0

LEGEND	
	REMOVE GRAPE MYRTLE TREE
	REMOVE LIVE OAK TREE
	REMOVE TREE STUMP
	EXISTING LIGHT POST

REVISION NO.	DATE	BY	DESCRIPTION

SHEET 01 of 08	LEOPARD STREET MEDIAN BEAUTIFICATION	 CITY of CORPUS CHRISTI TEXAS Department of Public Works
	EXHIBIT A REMOVAL LAYOUT	

MATCHLINE STA 13+00



MATCHLINE STA 26+00

EXHIBIT A - MAPS
PLACEMENT OF TREES

LEOPARD ST (STA 13+00 TO STA 26+00)
SCALE: N.T.S.

REMOVAL SUMMARY			
ITEM 4	REMOVE GRAPE MYRTLE TREE (LAGERSTROEMIA INDICA)	ITEM 5	REMOVE LIVE OAK TREE (QUERCUS VIRGINIANA) (95 GAL)
EA	8	EA	3
MEDIAN 3	8	EA	1
TOTAL	8	3	1

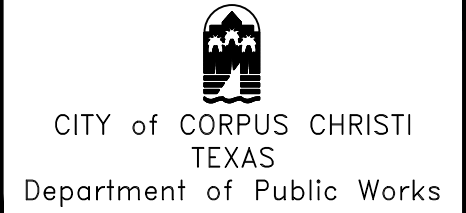
LEGEND	
	REMOVE GRAPE MYRTLE TREE
	REMOVE LIVE OAK TREE
	REMOVE TREE STUMP
	EXISTING LIGHT POST

REVISION NO.	DATE	BY	DESCRIPTION

LEOPARD STREET
MEDIAN BEAUTIFICATION

EXHIBIT A
REMOVAL LAYOUT

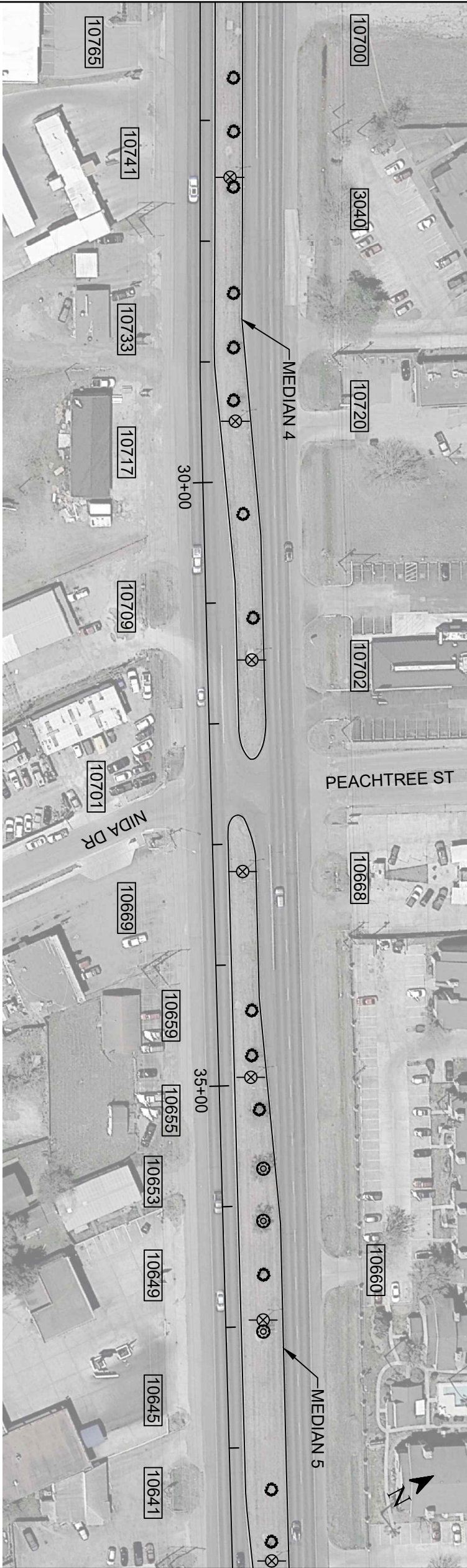
SHEET 02 of 08



REVISION NO.	DATE	BY	DESCRIPTION

**EXHIBIT A- MAPS
PLACEMENT OF TREES**

MATCHLINE STA 26+00



MATCHLINE STA 39+00

LEOPARD ST (STA 26+00 TO STA 39+00)
SCALE: N.T.S.

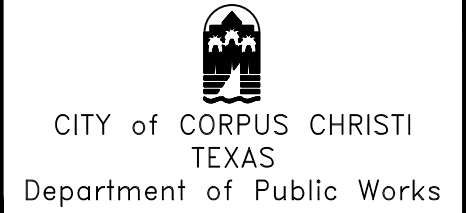
REMOVAL SUMMARY		
LOCATION	ITEM 4	ITEM 5
REMOVE GRAPE MYRTLE TREE (LAGERSTROEMIA INDICA)		REMOVE LIVE OAK TREE (QUERCUS VIRGINIANA) (95 GAL)
MEDIAN 4	EA	EA
	8	0
MEDIAN 5	7	3
		EA
		0
TOTAL	15	3
		0

LEGEND	
	REMOVE GRAPE MYRTLE TREE
	REMOVE LIVE OAK TREE
	REMOVE TREE STUMP
	EXISTING LIGHT POST

REVISION NO.	DATE	BY	DESCRIPTION

**LEOPARD STREET
MEDIAN BEAUTIFICATION**

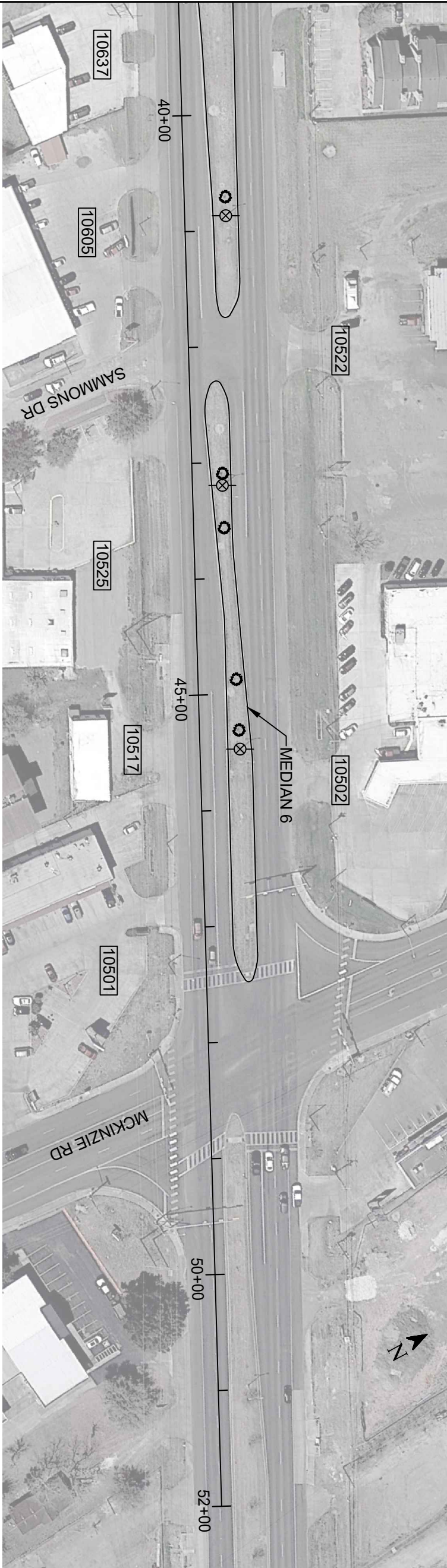
EXHIBIT A
REMOVAL LAYOUT



REVISION NO.	DATE	BY	DESCRIPTION

**EXHIBIT A- MAPS
PLACEMENT OF TREES**

MATCHLINE STA 39+00



LEOPARD ST (STA 39+00 TO MCKINZIE RD)
SCALE: N.T.S.

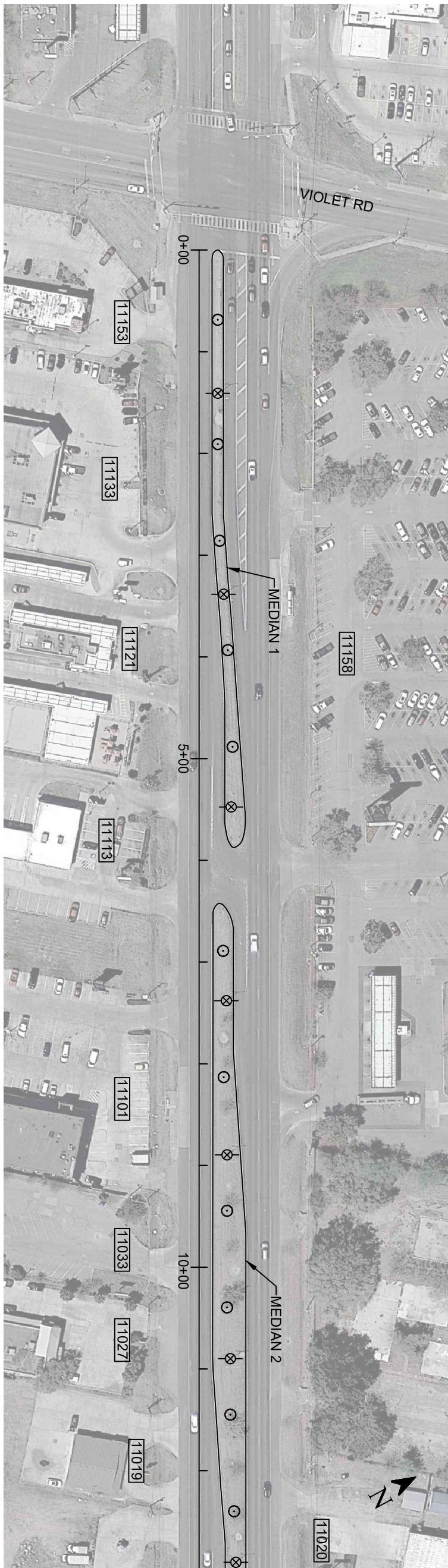
REMOVAL SUMMARY			
LOCATION	ITEM 4	ITEM 5	ITEM 6
REMOVE GRAPE MYRTLE TREE (LAGERSTROEMIA INDICA)		REMOVE LIVE OAK TREE (QUERCUS VIRGINIANA) (95 GAL)	REMOVE TREE STUMP
MEDIAN 6	EA 4	EA 0	EA 0
TOTAL	4	0	0

LEGEND	
	REMOVE GRAPE MYRTLE TREE
	REMOVE LIVE OAK TREE
	REMOVE TREE STUMP
	EXISTING LIGHT POST

REVISION NO.	DATE	BY	DESCRIPTION	REVISION NO.	DATE	BY	DESCRIPTION
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SHEET <u>04</u> of <u>08</u>	LEOPARD STREET MEDIAN BEAUTIFICATION	 CITY of CORPUS CHRISTI TEXAS Department of Public Works
	EXHIBIT A REMOVAL LAYOUT	

**EXHIBIT A- MAPS
PLACEMENT OF TREES**



MATCHLINE STA 13+00

LEOPARD ST (VIOLET RD TO STA 13+00)
SCALE: N.T.S.

INSTALLATION SUMMARY	
ITEM 7	INSTALL BUR OAK TREE
LOCATION (QUERCUS MACROCARPA)	(95 GAL)
MEDIAN 1	EA 5
MEDIAN 2	EA 7
TOTAL	12


LEGEND	
	PROPOSED BUR OAK TREE
	EXISTING LIGHT POST

REVISION NO.	DATE	BY	DESCRIPTION

**LEOPARD STREET
MEDIAN BEAUTIFICATION**

EXHIBIT A
INSTALLATION LAYOUT

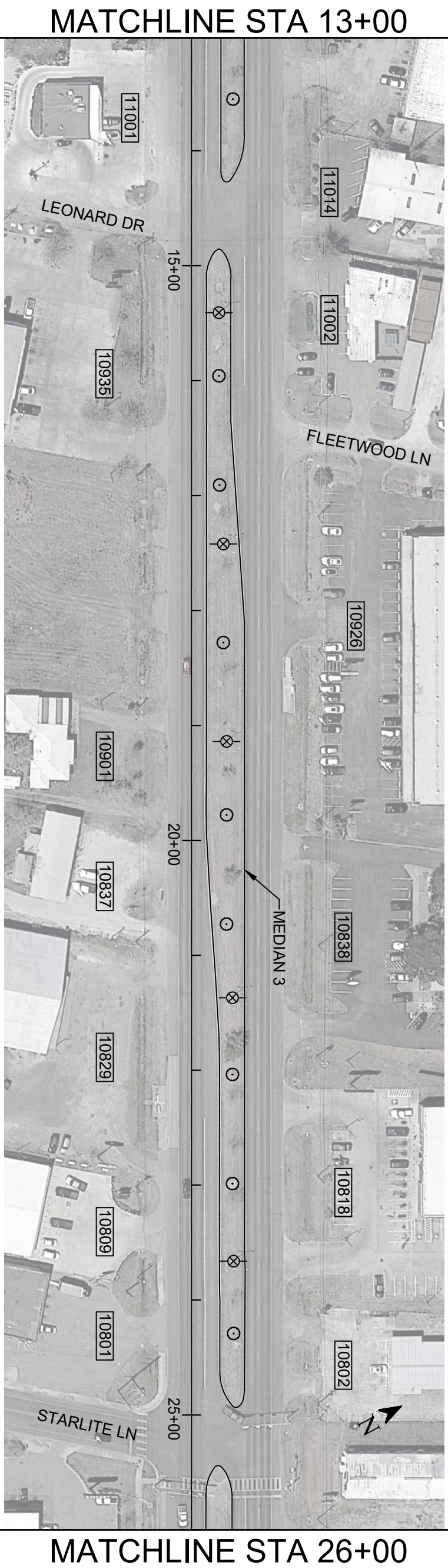
SHEET 05 of 08



CITY of CORPUS CHRISTI
TEXAS
Department of Public Works

REVISION NO.	DATE	BY	DESCRIPTION

**EXHIBIT A - MAPS
PLACEMENT OF TREES**



MATCHLINE STA 13+00

MATCHLINE STA 26+00

**LEOPARD ST (STA 13+00 TO STA 26+00)
SCALE: N.T.S.**


INSTALLATION SUMMARY	
ITEM 7	INSTALL BUR OAK TREE
LOCATION	(QUERCUS MACROCARPA)
	(95 GAL)
	EA
MEDIAN 3	8
TOTAL	8

LEGEND	
	PROPOSED BUR OAK TREE
	EXISTING LIGHT POST

REVISION NO.	DATE	BY	DESCRIPTION	REVISION NO.	DATE	BY	DESCRIPTION

**LEOPARD STREET
MEDIAN BEAUTIFICATION**

EXHIBIT A
INSTALLATION LAYOUT



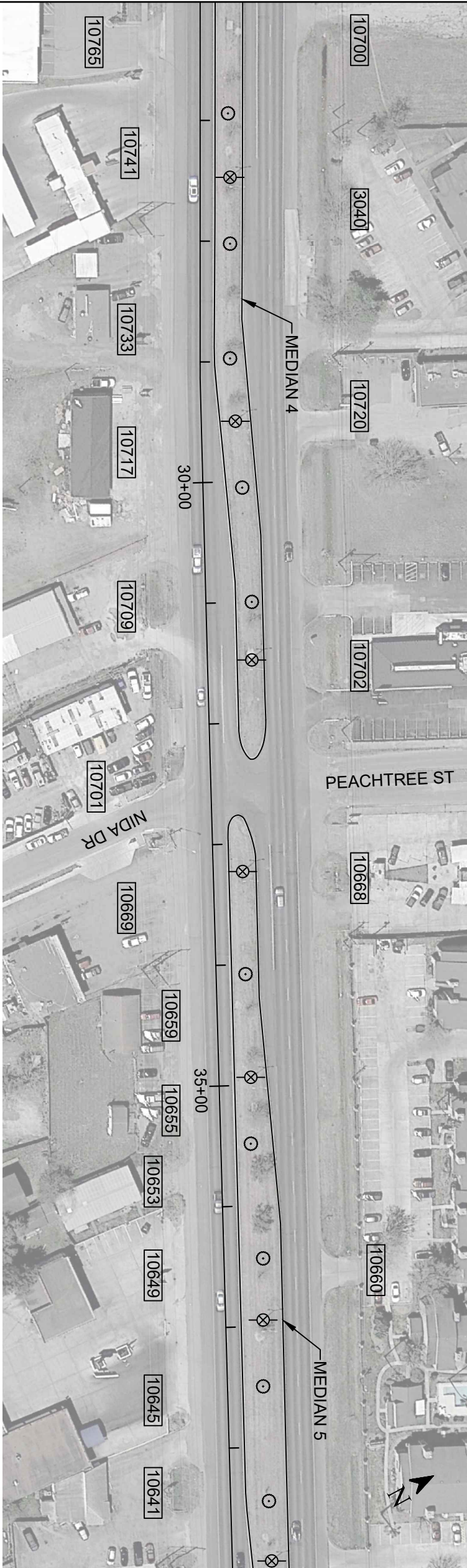
CITY of CORPUS CHRISTI
TEXAS
Department of Public Works

SHEET 06 of 08

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**EXHIBIT A- MAPS
PLACEMENT OF TREES**

MATCHLINE STA 26+00



MATCHLINE STA 39+00

LEOPARD ST (STA 26+00 TO STA 39+00)
SCALE: N.T.S.

INSTALLATION SUMMARY	
ITEM 7	INSTALL BUR OAK TREE
LOCATION (QUERCUS MACROCARPA)	(95 GAL)
MEDIAN 4	EA
MEDIAN 5	6
TOTAL	11

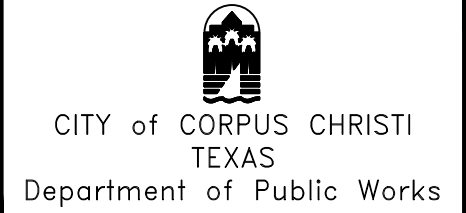
LEGEND	
	PROPOSED BUR OAK TREE
	EXISTING LIGHT POST

REVISION NO.	DATE	BY	DESCRIPTION

**LEOPARD STREET
MEDIAN BEAUTIFICATION**

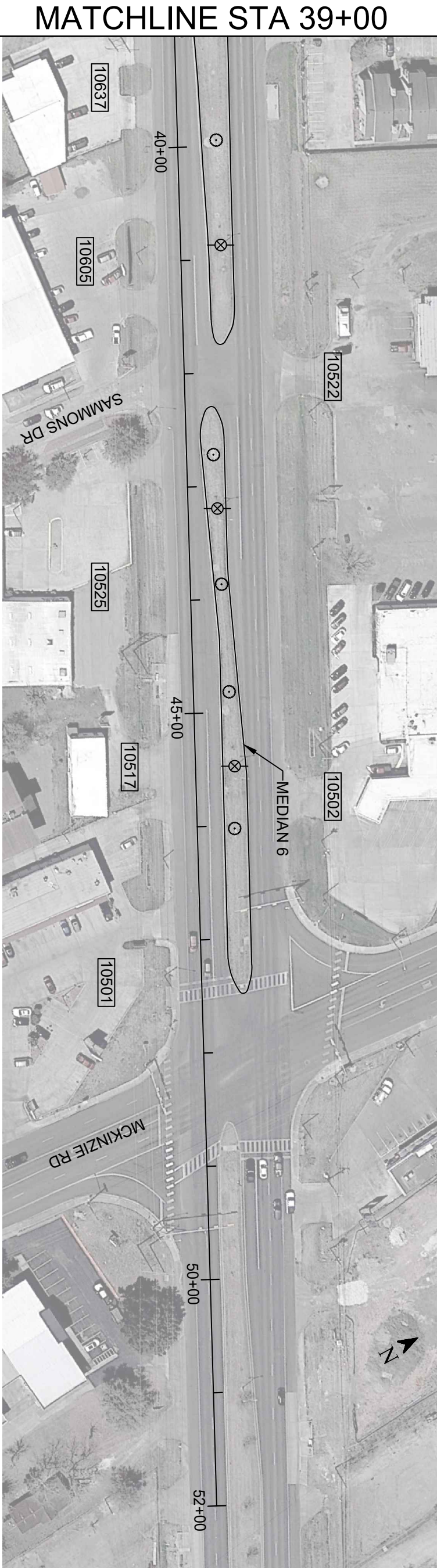
EXHIBIT A
INSTALLATION LAYOUT

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REVISION NO.	DATE	BY	DESCRIPTION

**EXHIBIT A- MAPS
PLACEMENT OF TREES**



MATCHLINE STA 39+00

LEOPARD ST (STA 39+00 TO MCKINZIE RD)
SCALE: N.T.S.

INSTALLATION SUMMARY	
ITEM 7	INSTALL BUR OAK TREE
LOCATION (QUERCUS MACROCARPA)	(95 GAL)
EA	4
MEDIAN 6	4
TOTAL	4

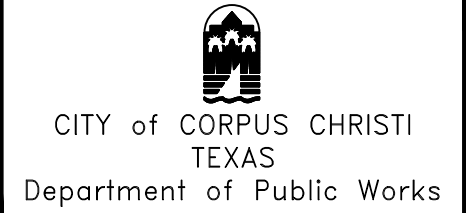
LEGEND	
	PROPOSED BUR OAK TREE
	EXISTING LIGHT POST

REVISION NO.	DATE	BY	DESCRIPTION

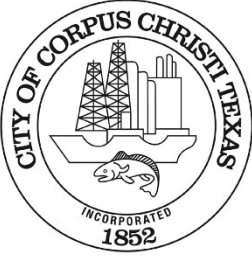
**LEOPARD STREET
MEDIAN BEAUTIFICATION**

EXHIBIT A
INSTALLATION LAYOUT

SHEET 08 of 08



REVISION NO.	DATE	BY	DESCRIPTION

ATTACHMENT B - BID PRICING
**CITY OF CORPUS CHRISTI
CONTRACTS AND PROCUREMENT
BID FORM**
RFB No. 4767**Tree Planting Services on Leopard Street Median****PAGE 1 OF 1**Date: 6/14/2023Bidder: Maldonado LandscapeAuthorized
Signature:Jerry Maldonado

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.

Item	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE TOTAL
1	MOBILIZATION (MAX. 5%)	1	LS	\$ 691.78	\$ 691.78
2	TRAFFIC CONTROL PLAN	1	EA	\$ Included	\$ Included
3	TRAFFIC CONTROL MEASURES	3	MO	\$ Included	\$ Included
4	REMOVE CRAPE MYRTLE TREE (LAGERSTROEMIA INDICA)	37	EA	\$ 121.36	\$ 4,490.52 * \$4490.32 DS
5	REMOVE LIVE OAK TREE (QUERCUS VIRGINIANA)	8	EA	\$ 158.53	\$ 1,268.27 * \$1268.24 DS
6	REMOVE TREE STUMP (95 GAL)	1	EA	\$ 121.36	\$ 121.36
7	INSTALL BUR OAK TREE (QUERCUS MACROCARPA) (95 GAL)	35	EA	\$ 1,985.31	\$ 69,486.02
8	MAINTENANCE PLAN	12	MO	\$ 243.52	\$ 2,922.22 * \$2922.24 DS
TOTAL					\$ 89,702.79 * \$78,979.79

* Math Error

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
30-written day notice of cancellation, required on all certificates or by applicable policy endorsements	Bodily Injury and property Damage Per occurrence - aggregate
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 thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

- E. Within five (5) calendar days of a suspension, cancellation, or non-renewal 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.

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.