

CITY OF TOMBALL SERVICES AGREEMENT

THE STATE OF TEXAS §

COUNTY OF HARRIS §

Description of Services: Tree Growing and Planting

This Agreement is made and entered into by the **City of Tomball** (referred to as the “City”), with an office at 501 James Street, Tomball, TX and, **Environmental Design, Inc** (the “Company”), with an office at **23544 Coons Rd, Tomball, TX 77375**, City hereby engages the services of Company as an independent contractor for **Tree Growing and Planting**, upon the following terms and conditions.

1. SCOPE OF AGREEMENT

- 1.1. The City hereby agrees to employ Company and Company agrees to perform the necessary services as set forth in Exhibit A – Scope of Work and Exhibit B – Contract Pricing, attached hereto and incorporated herein for all purposes.
- 1.2. In the event of a conflict among the terms of this Agreement and the Exhibit A, the term most favorable to the City, in the City’s sole discretion, shall control.

2. TERM OF AGREEMENT; TERMINATION

- 2.1. This Agreement shall be effective upon proper execution by the City. It shall be effective from **April 20,2026 through December 31, 2031**. The City reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations. ***Either party may terminate this Agreement for any reason with ninety days (90) written notice to the other party.***
- 2.2. The City’s obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require City to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.
- 2.3. The City reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

3. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Company and the City and no prior or contemporaneous oral or written Agreements or representations shall be construed to alter its terms. No additional terms shall become part of this Agreement without the written consent of both parties and compliance with relevant state law. This Agreement supersedes all other prior agreements either oral or in writing.

4. ASSIGNMENT

Company shall not assign or subcontract its obligations under this Agreement without the prior written consent of the City.

5. COMPENSATION

For and in consideration of the services rendered by the Company pursuant to this Agreement, the City shall pay the Company only for the actual work performed under the Scope of Work, on the basis set forth in Attachment B, up to an amount not-to-exceed **\$1,549,702**.

6. IDEMNITY

6.1. DEFINITIONS

For the purpose of this section the following definitions apply:

- a. "City" shall mean all officers, agents and employees of the City of Tomball.
- b. "Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.
- c. "Company" includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.
- d. "Company's employees" shall mean any employees, officers, agents, subcontractors, licensees and invitees of Company.
- e. "Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:
 - i. injury or damage to any property or right
 - ii. injury, damage, or death to any person or entity
 - iii. attorneys' fees, witness fees, expert witness fees and expenses,
 - iv. any settlement amounts; and
 - v. all other costs and expenses of litigation
- f. "Premise Defects" shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

6.2. Indemnity

COMPANY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY FROM AND AGAINST LIABILITY FOR ANY CLAIMS FOR DAMAGES ARISING OUT OF THE COMPANY'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH THIS AGREEMENT.

COMPANY IS AN INDEPENDENT CONTRACTOR AND IS NOT, WITH RESPECT TO ITS ACTS OR OMISSIONS, AN AGENT OR EMPLOYEE OF THE CITY.

COMPANY MUST AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF COMPANY'S EMPLOYEES WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. THE CITY IS NOT LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF COMPANY OR COMPANY'S EMPLOYEES.

THE CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR DAMAGES WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISE DEFECTS.

THE CITY AND COMPANY MUST PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY COVERED EVENT WHICH IN ANY WAY AFFECTS OR MIGHT AFFECT THE COMPANY OR CITY. THE CITY HAS THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS.

THE INDEMNITY OBLIGATIONS HEREIN SHALL SURVIVE THE TERMINATION OF THE AGREEMENT FOR ANY REASON AND SHALL SURVIVE THE COMPLETION OF THE WORK.

7. INSURANCE

7.1. AMOUNTS OF INSURANCE

Company agrees to provide and to maintain the following types and amounts of insurance, for the term of this Contract:

TYPE	AMOUNT
(a) Workers Compensation Employer's Liability	(where required – Statutory by State Law) \$100,000 per occurrence

(b) Commercial (Public) Liability, including but not limited to:

- a. Premises/ Operations Combined Single Limit
- b. Independent Contractors
- c. Personal Injury
- d. Products/Completed Operations
- e. Contractual Liability (insuring above indemnity provisions)

All insured at combined single limits for bodily injury and property damage at \$500,000 per occurrence.

(c) Comprehensive Automobile Liability, in include coverage for:

- a. Owned/Leased Automobiles
- b. Non-owned Automobiles
- c. Hired Cars

All insured at combined single limits for bodily injury and property damage for \$500,000 per occurrence.

7.2. OTHER INSURANCE REQUIREMENTS

Company understands that it is its sole responsibility to provide the required Certificates and that failure to timely comply with the requirements of this article shall be a cause for termination of this Contract.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's Office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Contract for the City as additional insured shall be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

Company further agrees that with respect to the above required liability insurances, the City shall:

- a. Be named as an additional insured;
- b. Be provided with a waiver of subrogation, in favor of the City,
- c. Br provided with 30 days advance written notice of cancellation, nonrenewal, or reduction in coverage (all "endeavor to" and similar language of reservation stricken from cancellation section of certificate); and
- d. Prior to execution of this Agreement, be provided through the office of the City Attorney with their original Certificate of Insurance evidencing the above requirement.

The insurance requirements set out in this section are independent from all other obligations of Company under this Agreement and apply whether or not required by any other provision of this Agreement.

8. PAYMENT AND PERFORMANCE

Payment for services described in this Agreement will be made in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, or as subsequently amended.

9. VENUE; RECOVERY OF FEES; DISPUTE RESOLUTION; CHOICE OF LAW

Any suit or claim or cause of action regarding this Agreement shall be brought in Harris County, Texas, as the choice of venue and jurisdiction and site of performance by the parties. If the City is the prevailing party in any such action, the City may recover reasonable costs, including costs of court, attorney's fees, expert witnesses' fees, and trial consultants' fees. The parties further agree that the law of the State of Texas shall govern any interpretation of the terms of this Agreement.

10. COMPANY CERTIFICATIONS

Company certifies that neither it, nor any of its agents or employees, have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the City.

Company certifies, pursuant to Texas Government Code Chapter 2270, that it does not boycott Israel and will not boycott Israel during the term of this Agreement. Company further certifies, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it does not engage in business with Iran, Sudan, or a foreign terrorist organization as may be designated by the United States Secretary of State pursuant to his authorization in 8 U.S.C. Section 1189.

11. NO WAIVER OF IMMUNITY

The City does not waive any statutory or common law right to sovereign immunity by virtue of the execution of this Agreement.

12. NOTICES

Any written notice provided under this Agreement or required by law shall be deemed to have been given and received on the next day after such notice has been deposited by Registered or Certified Mail with sufficient postage affixed thereto and addressed to the other party to the Agreement; provided, that this shall not prevent the giving of actual notice in any manner.

Notice to Company may be sent to the following address:

23544 Coons Rd
Tomball, TX 77375

13. CONTRACT ADMINISTRATOR

This Agreement shall be administered on the City's behalf by the Project Manager, and all notices, questions, or documentation, arising under this Agreement shall be addressed to the Project Manager at:

City of Tomball, Texas
Attn: Project Manager
501 James Street
Tomball, Texas 77375

AGREED to and ACCPETED this 7th day of April, 2026.

Environmental Design, Inc.
Company
Jon Hillis
Signature
Jon Hillis
Print Name
COO
Title

AGREED to and ACCPETED this ___ day of _____, 2026.

City of Tomball
David Esquivel, PE
City Manager

Attest:

Thomas Harris III
City Secretary

EXHIBIT A
SCOPE OF WORK

I. General

The purpose of this Request for Proposals (RFP) is to solicit qualified firms to provide the growing, planting, and establishment of trees along Main Street/FM 2920. The project is intended to enhance the visual character of the corridor, improve environmental quality, and support long-term streetscape and community development goals. Proposers shall demonstrate experience with tree cultivation, installation, and maintenance practices suitable for urban roadway environments and shall provide services in accordance with applicable standards, regulations, and best management practices.

II. ACTION SUBMITTALS

- a. Product Data: For each product.
 - i. Plant Materials: Include quantities, sizes, quality, and verified sources for plant materials.
- b. Growing Field Plan and Shop Drawings:
Submit the following:
 - i. Growing field location with denoted aerial photograph.
 - ii. Layout of trees within growing field, with specific attention paid to the correct orientation of the rows (as either east to west rows or north to south rows).
- c. Fertilization Plan:
 - i. Diagnostic and testing strategy for fertilization throughout growing duration.

III. INFORMATIONAL SUBMITTALS

- a. Qualification Statements:
For Contract Tree-Grower.
 - i. Submit documentation of experience with project name, customer, and customer contact information of past projects.
 - ii. Include photographs of the contract growing site, final installation, and final project.
- b. Integrated Pest Management Program (IPM):
To be provided by Contract Tree-Grower Firm's Certified Arborist and shall include the following:
 - i. Fertility program and preventative insecticide application.
 - ii. Monthly arborist report that includes all current and future application schedules

- c. Soil Analysis Report:
 - i. Obtain soil analysis of materials from an accredited soil laboratory.
 - ii. Submit the results of the analysis to the Owner for review. Consult with Owner prior to testing. The results of test may alter the specified structure soil mix.

IV. CLOSEOUT SUBMITTALS

- a. Maintenance Data:
 - i. Recommended procedures to be established by Owner for maintenance of plants during a calendar year. Submit before expiration of required maintenance periods.

V. QUALITY ASSURANCE

- a. Grower & Installer Qualifications:

A qualified Tree-Grower with the following qualifications:

- i. History of successfully executing contract tree growing projects of similar size and scope and demonstrate proficiency in managing a custom, purpose-built tree nursery consisting of trees designed to support the requirements of a specific project.
 - ii. At least five custom-built and managed nurseries from imported stock that Tree-Grower has managed within the last five years.
 - iii. Ability to provide necessary bonding capabilities.
 - iv. Ability to self-perform work.
 - v. Will assign an experienced, ISA Certified Arborist on staff (company employee) who will be present on Project site during execution of the Work and involved in day-to-day activities of the Project.
 - vi. Ability to provide insurance and bonding capabilities as required for project.
- b. Provide quality, size, genus, species, and variety of trees indicated, complying with applicable requirements in ANSI Z60.1.
 - c. Measurements:

Measure in accordance with ANSI Z60.1. Do not prune to obtain required sizes.

 - i. Trees: Measure with branches and trunks or canes in their normal position. Take height measurements from or near the top of the root flare for field-grown stock and container-grown stock. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip to tip. Take caliper measurements 6 inches (150 mm) above the root flare for trees up to 4-inch (100-mm) caliper size, and 12 inches (300 mm) above the root flare for larger sizes.

VI. FIELD CONDITIONS

- a. Field Measurements:
 - i. Verify actual grade elevations, tree stake location and elevations, and desired top of root ball elevations. Provide to Contract Tree-Grower prior to tree planting.
 - ii. Stake and mark proposed finished grade at each planting location indicating top of root ball elevation.
 - iii. Verify service and utility locations, irrigation system components, and dimensions of trees by field measurements before proceeding with planting work.

VII. MAINTENANCE SERVICE

- a. Initial Maintenance Service: Provide tree maintenance by skilled employees of Contract Tree-Grower firm and as required in Part 3. Begin maintenance at Growing Field.
- b. Post-Transplant Maintenance Service: Provide tree maintenance by skilled employees of Contract Tree-Grower firm and as required in Part 3. Begin maintenance immediately after trees are installed on Project Site.
- c. Continuing Maintenance Proposal: From Contract Tree-Grower firm to Owner, in the form of standard maintenance agreement, starting after Substantial Completion. State services, obligations, conditions, and terms for agreement period and for future renewal options.
 - i. Maintenance Period: One-year from date of individual tree planting.

VIII. TREE MATERIALS

- a. General:

Furnish custom nursery-grown trees true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Tree List, Tree Schedule, or Tree Legend indicated on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning.

 - i. Trees shall be within a 10 percent variance of specified tree quality and size.
- b. Trees with damaged, crooked, or multiple leaders; with tight vertical branches where bark is squeezed between two branches or between branch and trunk ("included bark"); with crossing trunks; with cut-off limbs more than 3/4 inch (19 mm) in diameter; or with stem girdling roots are unacceptable.
- c. Tree root flare should be clearly visible and not buried. Any tree with a buried root flare will not be permitted.
- d. Labeling: Label each tree of each variety, size, and caliper with a securely attached, waterproof tag bearing legible designation of common name and full scientific

name, including genus and species. Include nomenclature for hybrid, variety, or cultivar, if applicable for plant.

IX. BACKFILL SOIL

- a. Backfill Soil: Planting soil of suitable moisture content and granular texture for placing and compacting in planting pit around tree, and free of stones, roots, plants, sod, clods, clay lumps, pockets of coarse sand, concrete slurry, concrete layers or chunks, cement, plaster, building debris, and other extraneous materials harmful to plant growth.
 - i. Approved Manufacturers:
 1. Living Earth Technologies.
 2. Or approve equal
- b. Mixture: As determined by Certified Arborist with locally available materials.

X. FERTILIZERS

- a. Provide fertilizer on as needed basis as approved by Contract Tree-Grower's Certified Arborist and Landscape Architect.

XI. PESTICIDES

- a. Registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended in writing by manufacturer for each specific problem and as required for Project conditions and application. Restricted-use pesticides shall only be used by licensed applicators by relevant jurisdiction.

XII. CUSTOM GROWING FIELD

- a. Custom growing field shall be owned and operated by selected tree growing firm.
- b. Custom growing field shall be within 30 miles of the installation location.
- c. Assemble and organize trees into one continuous acreage that will be called the Growing Field.
- d. Grower shall be required to bring a representative tree to a City of Tomball community event once annually throughout the growing period.
- e. 10% of overstock shall be included in quantities. Overstock shall be maintained during the one-year warranty period.
- f. Consolidate material within growing field within 60 days of contract being awarded.
- g. Growing Field: Well drained, uncontaminated, secured site that is clearly out of a potential flood plain, and accessible to construction vehicles and visits by Owner and members of the Project Team.
 - i. Any product, waste disposal, or chemicals that are used on Growing Field must be legal and in compliance with the applicable codes and ordinances of the relevant jurisdiction and must comply with ANSI A300 Standards.

- h. Trees on Growing Field: Boxed and on automated irrigation.
 - i. Water:
 - 1. From reliable and redundant sources suitable for agricultural purposes. Provide water tests for Certified Arborist and Landscape Architect review and approval.
 - 2. pH between 6.5-7.

XIII. GROWING AND CULTIVATING TREES

- a. Methods used to cultivate trees shall comply with ANSI A300.
- b. Any pruning performed shall comply with ANSI A300 (Part 5) so as not to blemish quality of trees
- c. Balled-and-Bur lapped (B&B) Starter Material Trees:
Dug and basketed with non-treated burlap before placing in Growing Field. Comply with the following minimum ratios of root ball to caliper:
 - i. 5-inch Caliper: 65-inches minimum root ball diameter.
 - ii. 7-inch Caliper: 80-inches minimum root ball diameter.
 - iii. 10-inch Caliper: 120-inches minimum root ball diameter.
 - iv. 12-inch Caliper or Larger: Boxed trees.
- d. Boxed and/or AirPot Trees:
Dimensional boxes to accommodate site specific planting requirements, limitations, and utility clearances while providing proper ratio of root mass to caliper of tree.
 - i. Boxes shall be used for proper air exchange and proper root growth. No containerized materials will be permitted.
 - 1. 6–7-inch Caliper Trees: Grown in 60-65” diameter Airpots.
 - 2. 10–12-inch Caliper Trees: Grown in 72” Airpots until trees reach an 8” caliper. Once trees reach 8”, trees shall be placed in a wooden dimension box. Final box dimensions will be determined by TXDOT.
 - ii. Trees Planted on Structure or Over Concrete Lids: Comply with the following weight for trees planted in areas above concrete lids:
 - iii. Maximum Load: 250 psf
 - iv. Working Load: 250 psf
 - v. Tree caliper and associated root ball dimensions and weight must be modified in the following manner:

XIV. TRANSPORTING TREES

- a. Certified Arborist shall be on site during all handling of trees.
- b. Loading and Unloading:
 - i. Prior to loading, install ArborGuard or approved equal around tree.
 - ii. Tie up trees with the combination of gentle hand-tying and a properly adjusted size ring to bring tree crown into a cocoon and proper shipping package.
 1. Dutchman 60/72-inch Tree Tyer ring or approved comparable will be used to pull in the branches while simultaneously being tied in using polypropylene rope to gently bring in branching.
 - iii. Install root ball hatting and place on top of the root ball to cover top of box to prevent soil loss during transport and maintain integrity of root ball.
 - iv. Lift trees without the use of trunk or limb strapping method or in a manner that does not compromise root ball integrity.
 - v. Submit tree handling methodology for approval by Landscape Architect.
 - vi. Loads shall be double tarped using only tree shade tarps that cover the entire length and width of the load. Tarps shall be secured in a manner that allows for no movement during transport.
 - vii. Unload trees directly into planting locations or adequate staging areas.
 - viii. Unload trees within two hours of arrival to the Project Site.
 - ix. Install trees within 24 hours of being delivered to Project Site.

XV. PLANTING PREPARATION

- a. Examine areas to receive trees, with Installer present, for compliance with requirements and conditions affecting installation and performance of the Work.
 - i. Proceed with planting only after unsatisfactory conditions have been corrected.
- b. Protect structures, utilities, sidewalks, pavements, and other facilities and turf areas and existing plants from damage caused by planting operations.
- c. Install erosion-control measures to prevent erosion or displacement of soil and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways
- d. Stabilizing Root balls:
 - i. Install ArborAnchor system or approved equal within one foot of the edge of root ball base.
 - ii. Anchor root balls using 2-inch industrial webbing.

XVI. TREE PLANTING

- a. Inspection: At time of planting, verify that root flare is visible at top of root ball in accordance with ANSI Z60.1. If root flare is not visible, remove soil in a level manner from root ball to where the top-most root emerges from the trunk. After soil removal to expose root flare, verify that root ball still meets size requirements.
- b. Roots: Remove stem girdling roots and kinked roots. Remove injured roots by cutting them cleanly; do not break.
- c. Tree Boxes:
 - i. Remove and dispose of box properly.
 - ii. Plant tree at predetermined locations and elevations.
 - iii. Immediately backfill with approved soil mix. As the mix is added, apply water to displace air pockets and eliminate settling.
 - iv. Provide initial watering immediately after planting. City will be responsible for automatic irrigation installation and operations.

XVII. TREE MAINTENANCE

- a. Provide the following maintenance procedures during these maintenance periods:
 - i. Initial Maintenance Service: Begin in Growing Field.
 - ii. Post-Plant Maintenance: Begin immediately following tree planting.
 - iii. Continuing Maintenance Program: Begin immediately following Substantial Completion.
- b. Maintenance Procedures:
 - i. Perform plant health care monitoring inspections at least once per month and complete pest and disease report. Report to include recommendation of treatments necessary to ensure that the trees are healthy and vigorous.
 - ii. Provide initial planting hydration, mulching, and weed control.
- c. Hydration: Provide initial watering immediately following installation. GC or others to install automatic irrigation thereafter.
 - i. Monthly soil moisture monitoring with recommended irrigation adjustments
 - ii. First Application: Based upon soil diagnostics, in conformance with ANSI A300 (Part 6).
- d. Mulching:
 - i. Initial Mulching to a depth of 3"
- e. Canopy Pruning: Perform required pruning in strict accordance with ANSI A300 (Part 5), with the specific objectives of:
 - i. Removing dead, damaged, diseased, crossing and conflicting, poorly spaced, or otherwise objectionable branches in a manner that minimizes the loss of foliage in the remaining crown.

- f. Monthly Arborist Report: Provide report that includes the following:
 - i. Tree conditions.
 - ii. Pest and pathogen observations.
 - iii. Soil moisture conditions.
 - iv. Tree protection zone integrity.
 - v. Mulch coverage condition.
 - vi. Construction impact assessment.
 - vii. Issues outside of maintenance scope.

XVIII. WARRANTY

- a. Installer's Special Warranty: Tree grower and installer firm agrees to the following:
 - i. Warranty will include one-year monitoring for pests, soil moisture monitoring, and seasonal irrigation adjustments recommendations.
 - ii. Warranty does not include owner neglect, vandalism, trees hit by vehicles, or acts of God.
- b. Replacement Trees:
 - i. Replacement trees do not carry a warranty.
 - ii. Access to tree planting area and street or lane closure to be provided by Owner.
 - iii. Removal and replacement of finished surfaces will not be included.
 - iv. Tree replacements are based upon the following:
 - 1. Overstock will be used for all replacements
- c. Warranty Periods begins from Date of individual tree planting for one-year.

XIX. Monthly Tree Care Alternate (ANSI A300 / ISA Aligned)

- a. eEstablishes requirements for monthly tree care services to be performed only if installation of project trees is delayed beyond the originally scheduled planting date. The intent is to preserve tree health, structure, and readiness for installation.
- b. All work shall comply with applicable ANSI A300 Standards and International Society of Arboriculture (ISA) Best Management Practices. All services shall be performed by, or under the supervision of, an ISA Certified Arborist.
- c. While trees remain in nursery or holding conditions, the Contractor shall provide monthly care including, at a minimum:
 - 1. Irrigation appropriate to species, container size, soil media, and prevailing weather conditions (ANSI A300 Part 2).
 - 2. Fertilization and soil management, as necessary, based on inspection and tree condition (ANSI A300 Part 2).
 - 3. Corrective and structural pruning, limited to work necessary to maintain health and form (ANSI A300 Part 1).

4. Pest, disease, and stress monitoring, utilizing Integrated Pest Management (IPM) practices as needed (ANSI A300 Part 10).
 5. General maintenance is required to maintain trees in healthy, vigorous, and plantable condition.
- d. Inspections and Documentation
 - i. The Contractor shall conduct a monthly inspection of all trees and provide written documentation summarizing:
 1. Overall tree condition
 2. Maintenance activities performed
 3. Identified deficiencies or risks
 4. Corrective actions taken or recommended
 - e. Tree Quality and Replacement
 - i. Trees that decline below acceptable industry standards or are deemed unsuitable for installation shall be promptly reported to the Owner. Subject to Owner approval, such trees shall be replaced at no additional cost.

Exhibit B
COST PROPOSAL
RFP 2026-06: Tree Growing and Planting

Tree Caliper Size	Number of Trees Needed	Cost Per Tree	Total Cost of Trees
5" Caliper Trees (65" Root Ball Minimum)	65	\$1,184.00	\$76,960.00
7" Caliper Trees (80" Root Ball Minimum)	65	\$2,664.00	\$173,160.00
10" Caliper Trees (120" Root Ball Minimum)	25	\$5,178.00	\$129,450.00
12"+ Caliper Trees (Boxed – TxDOT Approved)	25	\$6,364.00	\$159,100.00
7 inch Caliper Trees: Grown in 60-65" diameter Airpots	6	\$2,664.00	\$15,984.00
12 inch Caliper Trees: Grown in 72" Airpots until trees reach an 8" caliper	10	\$6,364.00	\$63,640.00

Tree Care Alternates: (If Needed Due to Project Delay)			
Monthly Tree Care Alternate – 5"	65	\$13.00	\$845.00
Monthly Tree Care Alternate – 7"	65	\$22.00	\$1,430.00
Monthly Tree Care Alternate – 10"	25	\$26.00	\$650.00
Monthly Tree Care Alternate – 12"	25	\$26.00	\$650.00
Monthly Tree Care Alternate – 7" Grown in 60-65" diameter Airpots	6	\$22.00	\$132.00
Monthly Tree Care Alternate – 12" Grown in 72" Airpots until trees reach an 8" caliper	10	\$26.00	\$260.00

Installation:			
Installation – 5" Caliper	65	\$1,776.00	\$115,440.00
Installation – 7" Caliper	65	\$3,996.00	\$259,740.00
Installation – 10" Caliper	25	\$7,767.00	\$194,175.00
Installation – 12" Caliper	25	\$9,546.00	\$238,650.00
Installation – 7" Caliper - Grown in 60-65" diameter Airpots	6	\$3,996.00	\$23,976.00
Installation – 12" Caliper - Grown in 72" Airpots until trees reach an 8" caliper	10	\$9,546.00	\$95,460.00

Total Purchase Price:	\$1,549,702.00
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