

CITY OF NAPLES, FLORIDA

AGREEMENT

Bid/Proposal No. 033-09

Contract No. _____

Project Name **Trimming of Hardwoods and Palms**

THIS AGREEMENT (the "Agreement") is made and entered into this 2nd day of September, 2009, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Innovative Environmental Services, Inc.**, a Florida corporation, **#49 NE 11th Way, Deerfield Beach, FL 33441**, (the "CONTRACTOR").

WITNESSES:

WHEREAS, the CITY desires to obtain the services of the CONTRACTOR concerning **certain services specified in this Agreement** (referred to as the "Project"); and

WHEREAS, the CONTRACTOR has submitted a proposal for provision of those services; and

WHEREAS, the CONTRACTOR represents that it has expertise in the type of services that will be required for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

ARTICLE ONE CONTRACTOR'S RESPONSIBILITY

1.1. The Services to be performed by CONTRACTOR are generally described as **trimming of hardwoods and palms located within the City medians, rights-of-way, cul-de-sacs and parks**, and may be more fully described in the Scope of Services, attached as Exhibit A and made a part of this Agreement.

1.2. The CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the services to be provided and performed by the CONTRACTOR pursuant to this Agreement.

1.3. The CONTRACTOR agrees that, when the services to be provided hereunder relate to a service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ or retain only qualified personnel to provide such services.

1.4. CONTRACTOR agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified licensed to serve as the CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

1.5. The CONTRACTOR has represented to the CITY that it has expertise in the type of services that will be

required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of practice in the State of Florida, **as may be applied to the type of services to be rendered**, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by CONTRACTOR. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the CITY of such conflict and utilize its best judgment to advise CITY regarding resolution of the conflict.

1.6. The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONTRACTOR hereunder, and CONTRACTOR shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph. **However, the CONTRACTOR shall comply with the Florida Public Records laws.**

1.7 The CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONTRACTOR violates the provisions of this paragraph, the CONTRACTOR shall be required to pay damages to the CITY in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

1.8 The CONTRACTOR agrees not to provide services for compensation to any other party other than the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of the CITY.

1.9. Except as otherwise provided in this Agreement, the CONTRACTOR agrees not to disclose or use any information not available to members of the general public and gained by reason of the CONTRACTOR's contractual relationship with the CITY for the special gain or benefit of the CONTRACTOR or for the special gain or benefit of any other person or entity.

ARTICLE TWO CITY'S RESPONSIBILITIES

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONTRACTOR's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- (a) The scope of services to be provided and performed by the CONTRACTOR;
- (b) The time the CONTRACTOR is obligated to commence and complete all such services; or
- (c) The amount of compensation the CITY is obligated or committed to pay the CONTRACTOR.

Any such modifications or changes ((a) (b) or (c)) shall only be made by or upon the authorization of the

CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurement policies.

2.2. The Project Coordinator shall:

(a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for services and work provided and performed in accordance with this Agreement;

(b) Arrange for access to and make all provisions for the CONTRACTOR to enter the Project site to perform the services to be provided by the CONTRACTOR under this Agreement; and

(c) Provide notice to the CONTRACTOR of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONTRACTOR hereunder.

2.3. The CONTRACTOR acknowledges that access to the Project Site, to be arranged by the CITY for the CONTRACTOR, may be provided during times that are not the normal business hours of the CONTRACTOR.

ARTICLE THREE TIME

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and shall begin **October 1, 2009 through September 30, 2010, with the option of two one-year renewal periods.** Time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONTRACTOR shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONTRACTOR's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

3.4. Should the CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONTRACTOR's performance is or will shortly be back on schedule.

ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services shall not exceed **\$360,000.00** annually, and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **Exhibit B** and made a part of this Agreement.

**ARTICLE FIVE
MAINTENANCE OF RECORDS**

5.1. The CONTRACTOR will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONTRACTOR for a minimum of five 5 years from the date of termination of this Agreement or the date the Project is completed, whichever is later. the CITY, or any duly authorized agents or representatives of the CITY, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the 5 year period noted above; provided, however, such activity shall be conducted only during normal business hours. **If the CONTRACTOR desires to destroy records prior to the minimum period, it shall first obtain permission from the CITY in accordance with the Florida Public Records laws.**

**ARTICLE SIX
INDEMNIFICATION**

6.1. The CONTRACTOR agrees to indemnify and hold harmless the City from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employer or utilized by the CONTRACTOR in the performance of the Contract.

**ARTICLE SEVEN
INSURANCE**

7.1. CONTRACTOR shall obtain and carry, at all times during its performance under **this Agreement**, insurance of the types and in the amounts set forth in the document titled General Insurance Requirements, which is attached as **Exhibit C and made a part of** this Agreement.

**ARTICLE EIGHT
SERVICES BY CONTRACTOR'S OWN STAFF**

8.1. The services to be performed hereunder shall be performed by the CONTRACTOR's own staff, unless otherwise authorized in writing by the CITY. The employment of, contract with, or use of the services of any other person or firm by the CONTRACTOR, as independent contractor or otherwise, shall be subject to the prior written approval of the CITY. No provision of this Agreement shall, however, be construed as constituting an agreement between the CITY and any such other person or firm. Nor shall anything contained in this Agreement be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may otherwise exist without regard to this Agreement.

**ARTICLE NINE
WAIVER OF CLAIMS**

9.1. The CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against the CITY arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the final payment. Neither the acceptance of the CONTRACTOR's services nor payment by the CITY shall be deemed to be a waiver of any of the CITY's rights against the CONTRACTOR.

**ARTICLE TEN
TERMINATION OR SUSPENSION**

10.1. The CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the

Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the CONTRACTOR or by any of the CONTRACTOR's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the CONTRACTOR at least 3 calendar days' written notice.

10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that the CONTRACTOR was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONTRACTOR provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and the CONTRACTOR's remedies against the CITY shall be the same as and limited to those afforded the CONTRACTOR under paragraph 10.3 below.

10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar day's written notice to the CONTRACTOR. In the event of such termination for convenience, the CONTRACTOR's recovery against the CITY shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by the CONTRACTOR that are directly attributable to the termination, but the CONTRACTOR shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

ARTICLE ELEVEN CONFLICT OF INTEREST

11.1. The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no persons having any such interest shall be employed to perform those services.

ARTICLE TWELVE MODIFICATION

12.1. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

ARTICLE THIRTEEN NOTICES AND ADDRESS OF RECORD

13.1. All notices required or made pursuant to this Agreement to be given by the CONTRACTOR to the CITY shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CITY's address of record:

City of Naples
735 Eighth Street South
Naples, Florida 34102-3796
Attention: **A. William Moss**, City Manager

13.2. All notices required or made pursuant to this Agreement to be given by the CITY to the CONTRACTOR shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CONTRACTOR's address of record:

Innovative Environmental Services, Inc.
#49 NE 11th Way,
Deerfield Beach, FL 33441
Attn: Craig Conway, Director of Operations

13.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE FOURTEEN MISCELLANEOUS

14.1. The CONTRACTOR, in representing the CITY, shall promote the best interest of the CITY and assume towards the CITY a duty of the highest trust, confidence, and fair dealing.

14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

14.3. This Agreement is not assignable, in whole or in part, by the CONTRACTOR without the prior written consent of the CITY.

14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

Sec. 14. 7. The CONTRACTOR shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The CONTRACTOR shall execute the Certification of Compliance with Immigration Laws, attached hereto as **Exhibit "D"**.

ARTICLE FIFTEEN APPLICABLE LAW

15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By: _____
Tara A. Norman, City Clerk

By: _____
A. William Moss, City Manager

Approved as to form
and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

CONTRACTOR:
Innovative Environmental Services, Inc.
A Florida Corporation

By: _____
Its _____

Witness

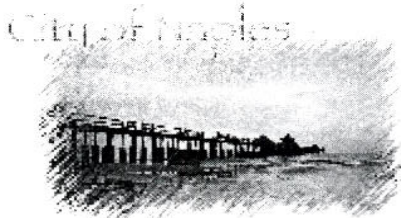
(CORPORATE SEAL)

General Contract (not Architects/Engineers)

EXHIBIT A

SCOPE OF SERVICES

The Services to be provided under this Agreement are those set out below [or in Exhibit A-1 through A-], attached and made part of this Exhibit A.



INVITATION TO BID
CITY OF NAPLES
PURCHASING DIVISION
270 RIVERSIDE CIRCLE
NAPLES, FL 34102
PH: 239-213-7100 FX: 239-213-7105

MAILING DATE: 05/26/09	Hardwood and Palm Tree Trimming	NUMBER: 033-09	OPENING DATE & TIME: 2:00PM 06/16/2009
PRE-BID DATE, TIME AND LOCATION: N/A			

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL: <i>Innovative Environmental Services, Inc.</i>	
MAILING ADDRESS: <i>#49 NE 11th Hwy</i>	
CITY-STATE-ZIP: <i>Deerfield Beach FL 33441</i>	
PH: <i>954-574-5290</i>	EMAIL: <i>Craig.Conway@innovativeenvironmental.com</i>
FX: <i>954-574-5291</i>	WEB ADDRESS: <i>www.innovativeenvironmental.com</i>

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Naples the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

AUTHORIZED SIGNATURE <i>[Signature]</i>	DATE <i>06-15-09</i>	PRINTED NAME/TITLE <i>Craig Conway / Director of Operations</i>
<small>Please initial by all that apply I acknowledge receipt of the following addendum:</small>		
<i>C.C.</i> Addendum #1	<i>C.C.</i> Addendum #2	Addendum #3

PLEASE NOTE THE FOLLOWING:

- > **This page must be completed and returned with your bid.**
- > **Bids must be submitted in a sealed envelope, marked with bid number & closing date.**
- > **Bids received after the above closing date and time will not be accepted.**
- > **If you do not have an email address and you want a copy of the Bid Tab, please enclose a stamped, self-addressed envelope with your bid.**

SECTION I
HARDWOOD TREE TRIMMING
SPECIFICATIONS

1. General Objectives

The objective of this Section is to set a standard by which City Hardwood trees are to be trimmed.

2. Scope of Services

The hardwood-trimming contract will bind the contractor to the City on a daily basis until the contract is complete.

Parks/Parkways Superintendent or designee may authorize minor variations in the trimming of trees from the requirements of the Contract Documents, which do not involve an adjustment in contract price and are consistent with the overall intent, which could be hazards, aesthetics, maintenance cleanup, or health of the trees.

3. Requirements

The successful contractor must have an English speaking, professional Certified Arborist on site at all times to offer supervision and/or guidance on the work to be performed. The contractor must also provide a trimmer licensed with the ANSI Certified Line Clearance designation since the scope of services will include removal of limbs from electric service lines, transformers and poles.

The contractor will bid on trimming City hardwood trees according to the following standards:

- A. A minimum weekly trimming standard may be provided, in writing, after contract award.
- B. Trees will be trimmed according to ANSI A300 pruning standards for shade trees.
- C. Trees will be raised to a height of 17' over city streets, the curb and at least 10' over any city sidewalk or pedestrian access. Any limbs lower than 17' that are not growing in an upward direction away from a line parallel to the street shall be removed. Trees located both over a street and a sidewalk should be trimmed to 17' as to provide for an even tree.
- D. Where necessary, interior thinning will be done to allow for light infiltration to the plants and grasses below.
- E. Any dead limbs 1" in diameter or greater will be removed at the time of trimming.
- F. Not more than 25% of the foliage should be removed during the trimming process and at least 50% of the foliage should remain evenly distributed in the lower 60% of the crown and individual limbs.

4. Methods of Pruning

- A. METHOD #1 - Lift crown up to 17' over the street and at least 10' above all sidewalks; in addition deadwood larger than 1" (one) inch in diameter must be removed throughout the tree and interior thinning will be performed to allow light infiltration.
- B. METHOD #2 - Contractor will perform all of the above procedures with the addition of a 25% crown reduction. This will be done by selecting large leaders and removing the ends back to laterals at least three (3) times the size of the limb removed. The tree will not be stripped but instead have no more than 25% of the foliage removed at any time.
- C. METHOD #3 - Provide an hourly rate for structural pruning, watersprout and dead limb removal. All pruning will be in accordance with ANSI A300 Pruning Standards for shade trees.

When any of the above trimming is performed, consideration must be given to removing limbs around lights and signs.

5. Additional Work:

The contractor will also provide an hourly rate for any work that does not conform to the scope of services. Contractor is required to provide an hourly rate for branch/frond removal from power lines.

SECTION II
PALM TREE TRIMMING
SPECIFICATIONS

1. General Objective

The objective of this Section is to set a standard by which City Palm trees owned are to be trimmed.

2. Scope of Services

The palm-trimming contract will bind the contractor to the City on a daily basis until the contract is complete.

Parks/Parkways Superintendent or designee may authorize minor variations in the trimming of trees from the requirements of the Contract Documents, which do not involve an adjustment in contract price and are consistent with the overall intent, which could be hazards, aesthetics, maintenance cleanup, or health of the trees.

3. Requirements

The successful contractor must have an English speaking, professional Certified Arborist on site at all times to offer supervision and/or guidance on the work to be performed, who is familiar with the trimming of palms as it relates to nutrient problems and their affect on the tree. The contractor must also provide a trimmer licensed with the ANSI Certified Line Clearance designation since the scope of services will include removal of limbs from electric service lines, transformers and poles. An hourly rate will need to be provided for frond removal from power lines.

4. Size of Palms

Palms that do not exhibit any trunk wood will not be trimmed under this contract. Palms may vary in height and may require trimming heights of sixty feet. Contractor will have equipment to meet these requirements.

5. Trimming

Palms must be trimmed according to ANSI A300 pruning specifications. All palms will be trimmed to reflect a 9:00 to 3:00 appearance. No palms will be trimmed higher.

6. Quality/Guarantee

Careless trimming can lead to "nicks" or cracks in remaining fronds. The Contractor will be responsible for removing fronds that drop or fall due to improper pruning for a period of 45 days after the palm has been trimmed.

BID SCHEDULE
HARDWOOD AND PALM TREE TRIMMING

PLEASE NOTE

The bid schedules represent all species found in the City and that could potentially require trimming services. This contract will be reviewed and awarded based on the below species most commonly trimmed; hardwood species will be priced at Method 2 for award.

Common Name	Botanical Name
Banyan Tree	Ficus benghalensis
Bishopwood	Bischofia javanica
Black Olive	Bucida buceras
Cuban Laurel	Ficus retusa var. nitida
Laurel Oak	Quercus laurifolia

Live Oak	Quercus virginiana
Mahogany	Swietenia mahogani
Pongam	Pongamia pinnata
Shady Lady Black Olive	Bucida buceras-Shady Lady
Shower Of Gold	Cassia fistula
Coconut Palm	Cocos nucifera
Sabal Palm	Sabal palmetto
Queen Palm	Syagrus romanzoffiana

END OF EXHIBIT A

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis [or other basis] as follows [or in Exhibit B-1, which is attached and made part of this Agreement]:

BID SCHEDULE I - HARDWOOD TREE TRIMMING

Common Name	Botanical Name	PER TREE METHOD 1		PER TREE METHOD 2		PER TREE METHOD 3	
		15'-30"	30'-60"	15'-30"	30'-60"	Under 12"	Over 12"
African Mahogany	Khaya nyasica	50.	90.	75.	125.	80. per hr.	80. per hr.
Australian Pine	Casuarina equisetifolia	40.	70.	50.	140.	80. per hr.	80. per hr.
Banyan Tree	Ficus benghalensis	50.	90.	150.	300.	80. per hr.	80. per hr.
Bishopwood	Bischofia javanica	45.	90.	60.	95.	80. per hr.	80. per hr.
Black Olive	Bucida buceras	40.	70.	60.	125.	80. per hr.	80. per hr.
Bottlebrush	Callistemon spp.	35.	50.	40.	70.	80. per hr.	80. per hr.
Calophyllum	Calophyllum antillanum	50.	80.	60.	125.	80. per hr.	80. per hr.
Carrotwood	Cupaniopsis anacardioides	35.	60.	45.	80.	80. per hr.	80. per hr.
Cassia	Cassia surattensis	25.	40.	35.	55.	80. per hr.	80. per hr.
Cassia Bahama	Cassia bahamiensis	25.	40.	35.	55.	80. per hr.	80. per hr.
Cats Claw	Pithecellobium unguis-cati	35.	45.	50.	95.	80. per hr.	80. per hr.
Common Baldcypress	Taxodium distichum	25.	40.	40.	55.	80. per hr.	80. per hr.

BID NUMBER: 033-09
OPENING DATE: 06/16/09

PER TREE METHOD 1 **PER TREE METHOD 2** **PER TREE METHOD 3**

Common Name	Botanical Name	15' -	30' -	15' -	30' -	Under	Over
		30"	60'	30"	60'	12"	12"
Copper Pod	Peltophorum dubium	30.	45.	45.	65.	80. per/hr.	80. per/hr.
Crape Myrtle	Lagerstroemia indica	15.	20.	35.	70.	80. per/hr.	80. per/hr.
Cuban Laurel	Ficus retusa var. nitida	40.	70.	150.	350.	80. per/hr.	80. per/hr.
Dahoon Holly	Ilex cassine	15.	20.	45.	70.	80. per/hr.	80. per/hr.
Dwarf Royal Poincinia	Caesalpinia pulcherrima	25.	35.	45.	60.	80. per/hr.	80. per/hr.
Ear Leaf Acacia	Acacia auriculiformis	30.	45.	65.	95.	80. per/hr.	80. per/hr.
Ear Pod Tree	Enterolobium cyclocarpum	35.	45.	50.	70.	80. per/hr.	80. per/hr.
East Palatka Holly	Ilex x attenuata-East Palatka	30.	45.	45.	70.	80. per/hr.	80. per/hr.
Eugenia Tree	Eugenia spp.	25.	40.	45.	70.	80. per/hr.	80. per/hr.
False Banyan	Ficus altissima	40.	65.	125.	170.	80. per/hr.	80. per/hr.
Ficus, spp.	Ficus spp.	50.	90.	130.	170.	80. per/hr.	80. per/hr.
Fiddle Leaf Fig	Ficus lyrata	30.	45.	45.	80.	80. per/hr.	80. per/hr.

PER TREE METHOD 1 **PER TREE METHOD 2** **PER TREE METHOD 3**

Common Name	Botanical Name	15' - 30"	30' - 60'	15' - 30"	30' - 60'	Under 12"	Over 12"
		30"	60'	30"	60'	12"	12"
Frangipani	Plumeria rubra	25.	45.	50.	65.	80. per/hr.	80. per/hr.
Gieger Tree	Cordia sebestena	15.	20.	35.	55.	80. per/hr.	80. per/hr.
Glossy Shower Senna	Senna surattensis	25.	40.	45.	90.	80. per/hr.	80. per/hr.
Green Buttonwood	Conocarpus erectus	25.	45.	45.	70.	80. per/hr.	80. per/hr.
Guava	Psidium guajava	15.	25.	40.	70.	80. per/hr.	80. per/hr.
Gumbo Limbo	Bursera simaruba	15.	25.	35.	85.	80. per/hr.	80. per/hr.
Hibiscus	Hibiscus rosa-sinensis	15.	20.	40.	55.	80. per/hr.	80. per/hr.
Hong Kong Orchid Tree	Bauhinia blakeana	15.	35.	40.	55.	80. per/hr.	80. per/hr.
Indian Rosewood	Dalbergia sissoo	20.	45.	60.	100.	80. per/hr.	80. per/hr.
Indian Rubber Tree	Ficus elastica	25.	45.	140.	270.	80. per/hr.	80. per/hr.
Jacaranda	Jacaranda mimosifolia	25.	45.	55.	125.	80. per/hr.	80. per/hr.
Jatroph	Jatropha hastata	25.	45.	45.	80.	80. per/hr.	80. per/hr.

PER TREE METHOD 1 **PER TREE METHOD 2** **PER TREE METHOD 3**

Common Name	Botanical Name	15'- 30"	30'- 60'	15'- 30"	30'- 60'	Under 12"	Over 12"
		45.	70.	60.	125.	80. per/hr.	80. per/hr.
Java Plum	Syzygium cumini	45.	70.	60.	125.	80. per/hr.	80. per/hr.
Laurel Oak	Quercus laurifolia	25.	60.	80.	135.	80. per/hr.	80. per/hr.
Lemon-scented Gum	Eucalyptus citriodora	30.	45.	55.	95.	80. per/hr.	80. per/hr.
Ligustrum	Ligustrum japonicum	25.	45.	45.	70.	80. per/hr.	80. per/hr.
Live Oak	Quercus virginiana	25.	60.	70.	250.	80. per/hr.	80. per/hr.
Lysiloma	Lysiloma sabicu	25.	45.	55.	75.	80. per/hr.	80. per/hr.
Madagascar Olive	Noronhia emarginata	20.	30.	45.	80.	80. per/hr.	80. per/hr.
Maho	Hibiscus tiliaceus	20.	45.	60.	170.	80. per/hr.	80. per/hr.
Mahogany	Swietenia mahogani	35.	60.	60.	180.	80. per/hr.	80. per/hr.
Mangroves	Rhizophora mangle	15.	45.	40.	65.	80. per/hr.	80. per/hr.
Mimosa Tree	Albizia julibrissin	20.	35.	40.	90.	80. per/hr.	80. per/hr.
Mimusop	Manilkara roxburghiana	25.	40.	60.	85.	80. per/hr.	80. per/hr.

PER TREE METHOD 1 **PER TREE METHOD 2** **PER TREE METHOD 3**

<u>Common Name</u>	<u>Botanical Name</u>	<u>15'-</u>	<u>30'-</u>	<u>15'-</u>	<u>30'-</u>	<u>Under</u>	<u>Over</u>
		<u>30"</u>	<u>60"</u>	<u>30"</u>	<u>60"</u>	<u>12"</u>	<u>12"</u>
Oleander Tree	Nerium oleander	25.	35.	40.	60.	80. per/hr.	80. per/hr.
Pindo Palm	Butia capitata	15.	25.	30.	45.	80. per/hr.	80. per/hr.
Pink Tabebuia	Tabebuia pallida	15.	25.	35.	90.	80. per/hr.	80. per/hr.
Pink Trumpet Tree	Tabebuia heterophylla	15.	25.	35.	70.	80. per/hr.	80. per/hr.
Pongam	Pongamia pinnata	20.	35.	60.	110.	80. per/hr.	80. per/hr.
Rainbow Eucalyptus	Eucalyptus deglupta	15.	30.	60.	95.	80. per/hr.	80. per/hr.
Red Maple	Acer rubrum	15.	30.	60.	95.	80. per/hr.	80. per/hr.
Royal Poinciana	Delonix regia	20.	40.	55.	90.	80. per/hr.	80. per/hr.
Rusty Fig	Ficus rubiginosa	25.	50.	95.	135.	80. per/hr.	80. per/hr.
Rusty Pittosporum	Pittosporum ferrugineum	25.	50.	95.	135.	80. per/hr.	80. per/hr.
Sand Pine	Pinus clausa	10.	25.	40.	70.	80. per/hr.	80. per/hr.
Sausage Tree	Kigelia africana	25.	40.	85.	135.	80. per/hr.	80. per/hr.

PER TREE METHOD 1 **PER TREE METHOD 2** **PER TREE METHOD 3**

Common Name	Botanical Name	15' - 30"		30' - 60'		15' - 30"		30' - 60'		Under 12"		Over 12"	
		15'	30"	30'	60'	15'	30"	30'	60'	Under 12"	Over 12"	Under 12"	Over 12"
Schefflera	Schefflera actinophylla	15.	35.	25.	45.	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}
Screw-pine	Pandanus utilis	20.	40.	45.	65.	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}
Seagrape	Coccoloba uvifera	20.	45.	60.	150.	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}
Shady Lady Black Olive	Bucida buceras-Shady Lady	40.	70.	60.	130.	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}
Shower Of Gold	Cassia fistula	25.	35.	60.	95.	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}
Signature Tree	Clusia spp.	20.	30.	45.	75.	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}
Silk Floss Tree	Chorisia speciosa	25.	45.	50.	75.	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}
Silk Oak	Grevillea robusta	20.	40.	45.	60.	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}
Silver Buttonwood	Conocarpus erectus var. sericeus	25.	45.	35.	50.	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}
Silver Trumpet Tree	Tabebuia caraiba	15.	25.	45.	70.	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}
Slash Pine	Pinus elliotii	10.	25.	40.	60.	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}
Small-leaf Clusia	Clusia guttifera	15.	20.	30.	45.	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}	80. ^{per/hr.}

PER TREE METHOD 1 **PER TREE METHOD 2** **PER TREE METHOD 3**

Common Name	Botanical Name	15'-30"		30'-60'		15'-30"		30'-60'		Under 12"		Over 12"	
		25.	35.	45.	75.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.
Southern Magnolia	Magnolia grandiflora	25.	35.	45.	75.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.
Southern Waxmyrtle	Myrica cerifera	15.	25.	40.	55.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.
Spindle Palm	Hyophorbe verschaffeltii	10.	15.	15.	25.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.
Strangler Fig	Ficus aurea	35.	65.	90.	155.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.
Sweet Acacia	Acacia farnesiana	30.	45.	50.	75.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.
Tabebuia `ipe'	Tabebuia impetiginosa	15.	25.	35.	90.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.
Tamarind	Tamarindus indica	35.	50.	45.	95.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.
Tipu Tree	Tipuana tipi	35.	45.	55.	70.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.
Tropical Almond	Terminalia catappa	25.	45.	45.	65.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.
Weeping Fig	Ficus benjamina	50.	90.	150.	300.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.
Willow Spp	Salix spp.	25.	40.	60.	75.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.
Yaupon	Ilex vomitoria	20.	35.	60.	75.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.	80. per/hr.

BID SCHEDULE II - PALM TRIMMING

<u>Common Name</u>	<u>Botanical Name</u>	<u>Cost Per Palm Per ANSI A300</u>
Alexandra Palm	Archontophoenix alexandrae	15.
Areca Palm	Chrysalidocarpus lutescens	20.
Bismark Palm	Bismarckia nobilis	20.
Blue Latan Palm	Latania loddigesii	18.
Canary Island Date Palm	Phoenix canariensis	40.
Carpenteria Palm	Carpentaria acuminata	12.
Chinese Fan Palm	Livistonia chinensis	20.
Christmas Palm	Veitchia merrillii	16.
Coconut Palm	Cocos nucifera	20.
European Fan Palm	Chamaerops humilis	18.
Fiji Fan Palm	Pritchardia pacifica	20.
Fishtail Palm	Caryota mitis	15.
Foxtail Palm	Wodyetia bifurcata	15.

<u>Common Name</u>	<u>Botanical Name</u>	<u>Cost Per Palm Per ANSI A300</u>
Hat Palm	Sabal causiarum	20.
Lady Palm	Rhapis excelsa	12.
Medjool Date Palm	phoenix dactylifera	30.
Needle Palm	Rhapidophyllum hystrix	8.
Paurotis Palm	Acoelorrhaphe wrightii	20.
Ponytail Palm	Beaucarnea recurvata	15.
Pygmy Date Palm	Phoenix roebelenii	15.
Queen Palm	Syagrus romanzoffiana	18.
Queen Sago Palm	Cycas circinalis	8.
Royal Palm	Roystonea regia	18.
Sabal Palm	Sabal palmetto	20.
Saw Palmetto	Serenoa repens	9.
Senegal Date Palm	Phoenix reclinata	15.

BID NUMBER: 033-09
OPENING DATE: 06/10/09

END OF EXHIBIT B

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the CITY, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the CITY.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for CITY's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the CITY, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the CITY, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples and their Engineer must be named as **Additional Insured** on the insurance certificate **and the following must also be stated on the certificate.** "These coverages are primary to all other coverages the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. **The Certificate Holder shall read as follows:**

**The City of Naples
735 Eighth Street South
Naples, Florida 34102**

No City Division, Department, or individual name should appear on the Certificate.
No other format will be acceptable.

Thirty (30) days cancellation notice required.

The Certificate must state the bid number and title.

When using the "Accord" form of insurance certificate, please note that under the cancellation clause, the following must be deleted: "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company"

[If other insurance or insurance requirements or any waivers, attach as Exhibit C-1 through C-__]

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned, is the _____ of **Innovative Environmental Services, Inc.** (“the CONTRACTOR”), and hereby certifies to the following:

1. The CONTRACTOR is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 (“IRCA”), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.

2. The undersigned has verified that the CONTRACTOR has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONTRACTOR in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONTRACTOR in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONTRACTOR to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONTRACTOR’s files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONTRACTOR being liable for any violation of the law by such third parties.

4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.

5. The undersigned, on behalf of the CONTRACTOR, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.

6. If it is found that the CONTRACTOR has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONTRACTOR will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

7. The CONTRACTOR acknowledges that the CITY by their authorized representatives shall have the right, at any time, upon 24 hours notice, to examine the CONTRACTOR’s books and records to confirm that the CONTRACTOR is in compliance with the terms of this certification.

Executed this _____ day of _____, 2009.

By: _____

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2009.

The Affiant, _____, is [] personally known to me or [] has produced _____ as identification, which is current or has been issued within the past five years and bears a serial number or other identifying number.

Print Name:

NOTARY PUBLIC - STATE

OF _____

Commission Number: _____

My Commission Expires: _____

(Notary Seal)