

CITY OF NAPLES, FLORIDA
AGREEMENT
(SERVICES)

Bid/Proposal No. 17-009

Clerk Tracking No. 2017-00035

Project Name: Tree and Palm Subsurface Liquid Fertilization

THIS AGREEMENT (the "Agreement") is made and entered into this 5th day of April 2017 by and between the **City of Naples**, a Florida municipal corporation, (the "CITY") and **The Davey Tree Expert Company**, an Ohio Corporation authorized to do business in Florida, located at: **5515 Yahl Street; Naples, Florida 34109** (the "CONTRACTOR").

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 an (ITB) **Invitation to Bid No. 17-009** 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 the CONTRACTOR are generally described as **Tree and Palm Subsurface Liquid Fertilization** 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 professional service which, under Florida Statutes, requires a license, registration, 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. The 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 employee 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 the CONTRACTOR. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the CITY of such conflict and utilize its best professional 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 the CONTRACTOR hereunder, and the CONTRACTOR shall require all of its employees, agents, sub-consultants and subcontractors to comply with the provisions of this paragraph. However, the CONTRACTOR shall comply with the Florida Public Records laws including those requirements set out in ARTICLE FIVE, below.

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 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 CONSULTANT 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 Projects assigned to this Agreement and shall be performed **through September 30, 2017 with the mutually agreed upon option between the CITY and CONTRACTOR of two (2) one-year renewals.** 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.

3.5 Liquidated Damages:

XXXX Not applicable to this Agreement.

3.6 Bond. A Payment & Performance Bond with a surety insurer authorized to do business in this state as surety (check one)

XXXX is not applicable to this Agreement.

ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services is not to exceed a Department's Annual Adopted Budget with an estimated annual expenditure of **\$33,748.00 that includes a \$3,068 City Controlled Contingency** 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.

5.2 119.0701 F.S. CONTACT INFORMATION FOR CITY OF NAPLES' CUSTODIAN OF PUBLIC RECORDS, CITY CLERK'S OFFICE

If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this contract, contact the City of Naples' Custodian of Public records, the City Clerk at Telephone: 239-213-1015, Email: PublicRecordsRequests@naplesgov.com; Address: 735 8th Street S.; Naples, Florida 34102. Mailing address: same as street address.

5.3 The CONTRACTOR shall:

1. Keep and maintain public records required by the CITY to perform the service.
2. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 119.0701 F.S. or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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. The 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:

The Davey Tree Expert Company;
5515 Yahl Street; Naples, Florida 34109; Attention: **Dan Powell**, District Manager
FEI/EIN Number: On File

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 assumes toward the CITY a duty of care commensurate with that which is imposed upon persons or firms in contractor's profession. CONTRACTOR will make reasonable efforts to ensure that its employees and agents maintain a professional demeanor and that the work area is compliant with CITY property maintenance and Project standards.

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.

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**.

14.8 To the extent that any provision in the Specifications or any other Contract Documents pertaining to this Project conflict with any provision of this Agreement, this Agreement controls.

14.9 Dispute Resolution. Disputes under this Agreement shall be resolved through mutual consultation between the parties within 14 days after notice; and failing resolution through mutual consultation, through mediation within 30 days thereafter; and failing mediation, through Arbitration under the Florida Arbitration Code, by a single arbitrator. If the parties cannot agree on a mediator or arbitrator, within 14 days of failure of the previous method, they shall request the Chief Judge of the 20th Judicial Circuit to appoint a mediator, or an arbitrator, as the case may be. Time periods are waivable by mutual agreement of the parties, but shall not exceed 90 days for completion of the processes described herein, unless by mutual agreement. Costs of the mediator or arbitrator shall be shared equally.

14.10 Attorneys' fees. Except as otherwise provided herein, each party shall be responsible for its own attorneys' fees.

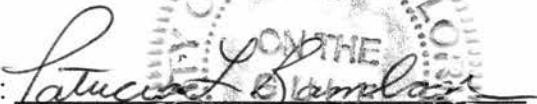
ARTICLE FIFTEEN APPLICABLE LAW

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.

END OF ARTICLE PAGE


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

ATTEST:


By: 
Patricia L. Rambosk, City Clerk

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By: 
A. William Moss, City Manager

Approved as to form
and legal sufficiency:

By: 
Robert D. Pritt, City Attorney

CONTRACTOR:

THE DAVEY TREE EXPERT COMPANY
5515 Yahl Street
Naples, Florida 34109
Attention: **Dan Powell**, District Manager

By: 


Printed Name: James F. Stief

Title: Executive Vice President

FEI/EIN Number: On File
Ohio Corporation

(OH)

(CORPORATE SEAL)

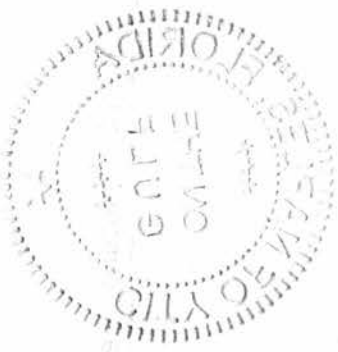

Witness

Teresa Cole
Witness Printed Name

THE STATE OF FLORIDA, COUNTY OF ALACHUA, ss.

I, the undersigned, Clerk of the Circuit Court in and for the County of Alachua, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears from the records of said Court.

WITNESS my hand and seal of office at Tallahassee, Florida, this 1st day of January, 1901.



Attest my hand and seal of office at Tallahassee, Florida, this 1st day of January, 1901.

CLERK OF THE CIRCUIT COURT

NOTARY PUBLIC

WILLIAM C. WATKINS, Notary Public

My commission expires on the 1st day of January, 1901.

Witness my hand and seal of office at Tallahassee, Florida, this 1st day of January, 1901.



Attest my hand and seal of office at Tallahassee, Florida, this 1st day of January, 1901.

Attest my hand and seal of office at Tallahassee, Florida, this 1st day of January, 1901.

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services to be provided under this Agreement are included in Exhibit A which is attached and made a part of this Agreement and those set out in the Bid, any Addendum(s) Issued and Vendor's Submittal of (ITB) Invitation To Bid No.17-009, titled Tree and Palm Subsurface Liquid Fertilization herein referenced and made a part of this Agreement.

SCOPE OF WORK

A. SCOPE

The City of Naples is seeking a contract for bid prices from qualified contractors to furnish all labor, materials, equipment and incidents required for the fertilization of City-owned Ficus (Cuban laurel) trees and Foxtail Palms.

B. AWARD OF BID

The City reserves the right to award the bid in a manner that best serves the interests of the City of Naples.

C. CONTRACT MANAGEMENT

Parks & Parkways Superintendent or designee will serve as the City's Contract Manager.

D. LICENSES

Licenses may be required by the State of Florida, Collier County Florida, or the City of Naples Florida to perform all or part of this work. Contractors should investigate and determine if they hold the necessary License(s) prior to bid submittal.

E. INSURANCE

Successful contractor(s) shall furnish proof of insurance as per specifications.

F. CONDUCT

The contractor and his employees will conduct themselves in such a manner as to avoid embarrassment to the City of Naples, and shall at all times be courteous to the public. Although uniforms are not required, proper clothing shall be worn at all times to include shirts, pants, and proper footwear. Proper safety equipment shall be worn at all times. The contractor's equipment shall be inspected by the City and must meet any and all minimum requirements for pesticide application. The City reserves the right to approve or disapprove of the equipment being utilized.

G. CONTRACTORS EQUIPMENT

All vehicles and equipment must be maintained in good repair, appearance and sanitary condition at all times. Vehicles must be clearly identified with the name of the company and phone number clearly visible. In addition, the contractor will be responsible for using the necessary safety equipment according to State Department of Transportation standards while working on City, County, or State roads as a sub-contractor of the City.

H. TRAFFIC CONTROL

Successful bidder must have a Maintenance of Traffic (M.O.T.) certified employee on the crew at all times, a copy of the certificate supplied with the bid proposal. All M.O.T. requirements shall be the responsibility of the successful bidder.

SPECIFICATIONS

The following specifications are intended as a guideline for fertilizer application for City-own trees and palms located in the parks, medians and right-of-ways. Treatments must be conducted in a manner that all fertilization shall be performed in compliance with ANSI A300 standards and to the following specifications to insure both efficacy as well

EXHIBIT A

SCOPE OF SERVICES (cont'd)

as public and plant safety. In addition, applications of fertilization must be made according to label directions in order to minimize environmentally adverse effects.

Various City trees are showing signs of deficiencies which reduce their aesthetic value and result in loss of vigor and gradual decline. Tree species to be treated are the Ficus (Cuban laurel) trees and Foxtail palms. The estimated City-wide number of Cuban laurels is 816; and for Foxtail palms is about 767.

Treatment will be sub-surface liquid fertilizer injection with 8-0-12+4MG w/minors or an approved "as equal." (Please refer to page General Conditions Section 8 Manufacturers' Names and Approved Equivalents). Sub-surface liquid fertilization will be conducted using a product labeled for the treatment method and approved by the City.

The City of Naples is requiring the bidding vendors to provide the product(s) they will utilize and dosage that will be utilized. The bidding vendors will also attach the label of the product being utilized with bid documentation.

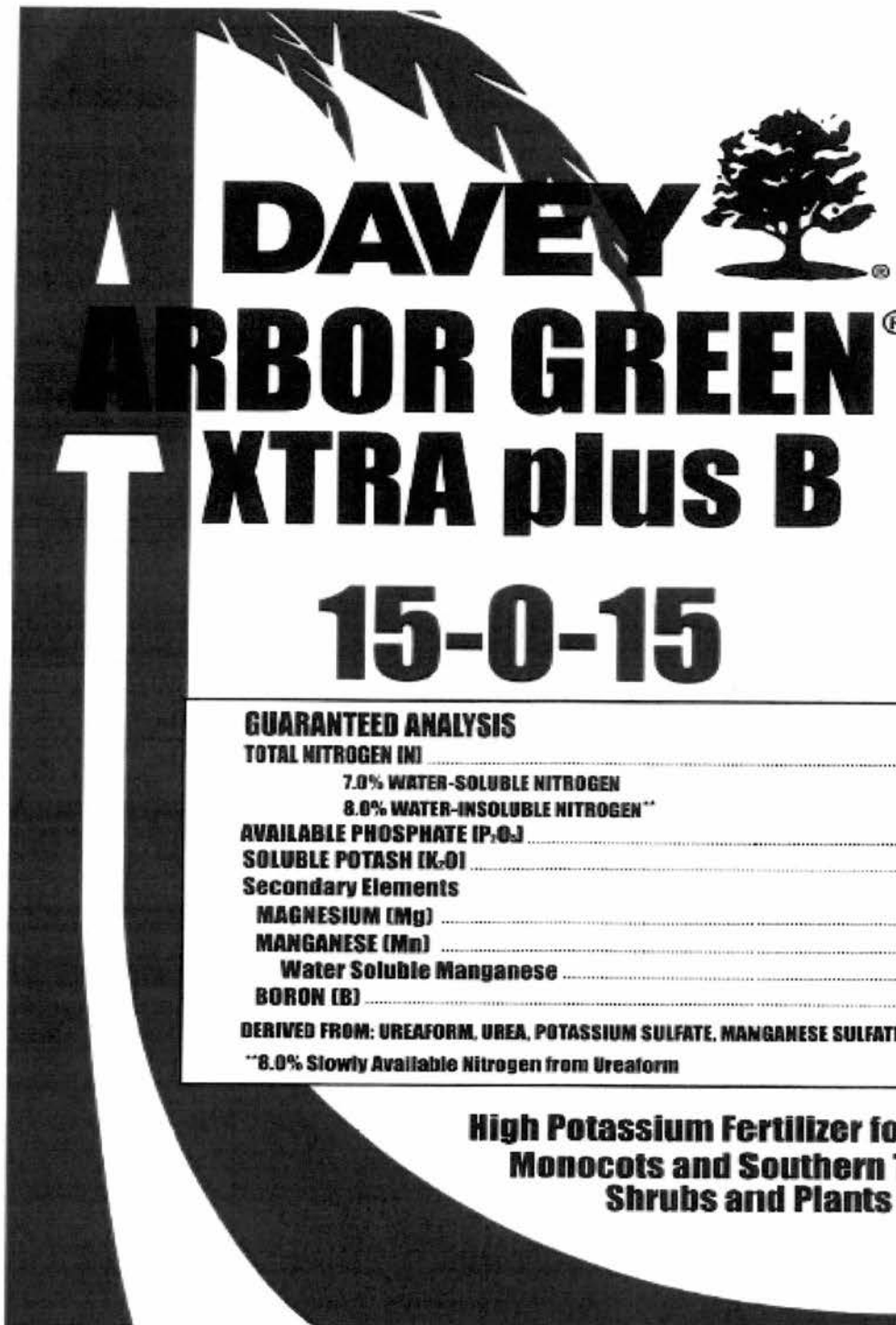
City of Naples, Tree and Palm Subsurface Liquid Fertilization ITB #17-009


Proposal to use an alternate fertilizer to 8-0-12+4MG

We propose to substitute with the fertilizer Arbor Green Xtra plus B. This is an organic, slow-release nitrogen product with the analysis 15-0-15 (please see attached). It contains 4% Magnesium, 1% Manganese and 0.1% Boron. The sources of K, Mg and Mn are sulfates which are beneficial inasmuch as they acidify our normally alkaline soils.

Additional benefits for using this product include:

- Slow-release nitrogen to reduce leaching.
- Low salt index for high plant safety.
- Arbor Green Xtra plus B's slow release characteristics mimic nutrient recycling in the natural forest.
- Nutrient N-P-K and micronutrient ratios are consistent with current University of Florida recommendations.
- Arbor Green Xtra plus B is a suspension fertilizer to be mixed with water and soil injected.
- Liquid application delivers Arbor Green Xtra plus B directly to the root zone.
- The root zone application means no rain or irrigation is needed to move the fertilizer to where the roots can absorb the nutrients.
- The liquid soil injection method also provides some soil aeration benefits on compacted soils.



DAVEY 

ARBOR GREEN®

XTRA plus B

15-0-15

GUARANTEED ANALYSIS	
TOTAL NITROGEN (N)	15%
7.0% WATER-SOLUBLE NITROGEN	
8.0% WATER-INSOLUBLE NITROGEN**	
AVAILABLE PHOSPHATE (P ₂ O ₅)	0.0%
SOLUBLE POTASH (K ₂ O)	15%
Secondary Elements	
MAGNESIUM (Mg)	4.0%
MANGANESE (Mn)	1.0%
Water Soluble Manganese	1.0%
BORON (B)	0.1%
DERIVED FROM: UREAFORM, UREA, POTASSIUM SULFATE, MANGANESE SULFATE, BORIC ACID	
**8.0% Slowly Available Nitrogen from Ureaform	

High Potassium Fertilizer for Woody Monocots and Southern Trees, Shrubs and Plants

THE DAVEY TREE EXPERT COMPANY, 1500 N. Mantua St, Kent, Ohio 44240
Net Weight 50 lbs. (22.68kg)
KEEP OUT OF REACH OF CHILDREN

EXHIBIT A

SCOPE OF SERVICES (cont'd)

**DAVEY TREE
ARBOR GREEN XTRA plus B
15-0-15**

HOW TO APPLY DAVEY TREE ARBOR GREEN XTRA plus B

PRECAUTION: AGITATE WHILE ADDING DAVEY ARBOR GREEN XTRA PLUS B TO THE TANK AND DURING THE APPLICATION. WHEN FILLING, IT IS BEST TO ADD PRODUCT AT A RATE OF 5 LBS. AT A TIME. IF FERTILIZER IS ALLOWED TO STAND IN TANK FOR OVER ONE (1) HOUR WITHOUT AGITATION, DIRECT SPRAY FROM THE GUN IN THE TANK TO HELP RESUSPEND THE MATERIAL. AFTER FERTILIZING, FLUSH OUT THE TANK WITH CLEAN WATER.

MIX 50 LBS. (ONE BAG) PER 100 GALLONS OF WATER.

EQUIPMENT: STANDARD HYDRAULIC SPRAYER WITH EITHER MECHANICAL AGITATION OR HIGH PRESSURE JET AGITATION SUCH AS WITH A VENTURI NOZZLE, SPRAY GUN AND SOIL INJECTION NEEDLE WITH AT LEAST FOUR (4) LATERAL PORTS.

OPERATING PRESSURE: 150 TO 200 PSI OR ONE HALF (1/2) GALLON PER INJECTION.

TREE AND SHRUB FERTILIZATION

FERTILIZE TREES & SHRUBS ONE (1) - TWO (2) TIMES PER YEAR.

TREE APPLICATION RATE: 50 GALLONS OF LIQUID SUSPENSION PER 1000 SQUARE FEET OF SOIL TO BE IMPROVED. APPLY ONE-HALF (1/2) GALLON OF SUSPENSION PER INJECTION ON SPACING OF 3 FEET BETWEEN INJECTIONS. INJECT AT A DEPTH BEGINNING AT FOUR (4) TO SIX (6) INCHES.

SHRUB APPLICATION RATE: APPLY ONE EIGHTH (1/8) GALLON OF SUSPENSION PER INJECTION ON A SPACING OF TWO (2) FEET BETWEEN INJECTIONS. INJECT AT A DEPTH OF FOUR (4) TO SIX (6) INCHES. FOR SMALL SHRUBBERY, DRENCH SOIL USING STANDARD SPRAY GUN WITH DISC REMOVED. APPLY ONE FOURTH (1/4) GALLON PER TEN (10) SQUARE FEET OF ROOT AREA.

PALM FERTILIZATION

FERTILIZE PALMS FOUR (4) TIMES PER YEAR IN FLORIDA.

LARGE PALMS (GROWING POINT 13 FT. OR HIGHER): APPLY 8 GALLONS OF ARBOR GREEN XTRA PLUS B (16 INJECTIONS OF 1/2 GALLONS EACH) PER TREE IN TWO CONCENTRIC CIRCLES AROUND THE BASE OF THE TRUNK. THE INNER CIRCLE SHOULD BE 6-8 INCHES AWAY FROM THE BASE, AND THE OUTER CIRCLE 12-16 INCHES AWAY FROM THE BASE.

MEDIUM PALMS (GROWING POINT 4-12 FT. HIGH): APPLY 6 GALLONS OF ARBOR GREEN XTRA PLUS B (12 INJECTIONS OF 1/2 GALLONS EACH) PER TREE. SEE LARGE PALMS FOR PROPER SPACING OF INJECTION HOLES.

SMALL PALMS (GROWING POINT 3 FT. OR LESS): APPLY 2-4 GALLONS OF ARBOR GREEN XTRA PLUS B (4-8 INJECTIONS OF 1/2 GALLONS EACH) PER TREE. SEE LARGE PALMS FOR PROPER SPACING OF INJECTION HOLES.

Heavy Metals Statement:

Information regarding the contents and levels of metals in this product is available on the internet at www.aapfco.org/metals.htm

Arbor Green Xtra plus B 15-0-15



TREE DOCTOR TIPS

Arbor Green Xtra plus B 15-0-15

WHAT:

In Florida, potassium, magnesium, manganese and boron nutrient deficiencies are common in palms and other subtropical trees and plants. To address the deficiency, nutrients must be integrated into the fertilizer formula to provide optimal plant growth.

WHY:

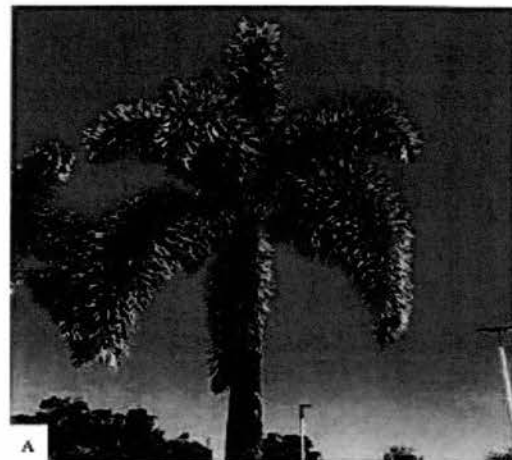
Fertilizing palms and other tree-like (arborescent) monocots differs from standard trees in that multiple fertilizer applications are made during the growing season – 4 applications/year in Florida. This insures a continuous supply of macro – and micronutrients to maintain the aesthetics of plants and protects the return on your landscape investment. Arbor Green Xtra plus B works equally well on deciduous trees and shrubs.

BENEFITS OF ARBOR GREEN XTRA PLUS B INCLUDE:

- Slow-release nitrogen to reduce leaching.
- Low salt index for high plant safety.
- Arbor Green Xtra plus B's slow release characteristics mimic nutrient recycling in the natural forest.
- Arbor Green Xtra plus B has carbon chains where the carbon is a "food source" for soil microbes.
- Nutrient N-P-K and micronutrient ratios are consistent with current University recommendations.
- Arbor Green Xtra plus B is a suspension fertilizer to be mixed with water and soil injected.
- Liquid application delivers Arbor Green Xtra plus B directly to the root zone.
- The root zone application means no rain or irrigation is needed to move the fertilizer to where the roots can absorb the nutrients.
- The liquid soil injection method also provides some soil aeration benefits on compacted soils.

NOW AVAILABLE IN FLORIDA

In order to provide the best service to our clients, a NEW fertilizer, Arbor Green Xtra 15-0-15 plus B is now available from Davey in Florida.



A



B

Figure A: Foxtail Palm Untreated

Figure B: Foxtail Palm Treated

The scientists at The Davey Institute laboratory and research facility support our arborists and technicians in diagnosing and prescribing based on the latest arboricultural science. For specific treatment and application details, your arborist may consult The Davey Institute PHC Handbook.

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 as indicated below in Exhibit B, Group 1 Caliper Trees which is attached and made part of this Agreement.

Retainage: (N/A) Not applicable to this Agreement.

ITB # 17-009 BID SCHEDULE - REQUIRED					
COST FOR ONE APPLICATION PER TREE / PALM					TOTAL COST PER TREE/PALM
ITEM	Caliper	Equipment & Labor Cost	A* 8-0-12+4MG w/minors	B* "As Equal" Option	
GROUP 1					
1	Less than 10"	\$ 13.	\$	\$ 5.	\$ 18.
2	From 11" to 20"	\$ 14.	\$	\$ 6.	\$ 20.
3	From 21" to 36"	\$ 23.50	\$	\$ 16.50	\$ 40.
4	From 36" to 72"	\$ 48.	\$	\$ 42.	\$ 90.
GROUP 1 TOTAL					\$ 168.
GROUP 2					
5	From 73" to 106"	\$ 120.	\$	\$ 80.	\$ 200.
6	From 107" to 150"	\$ 170.	\$	\$ 110.	\$ 280.
GROUP 2 TOTAL					\$ 480.

*Note - Provide cost for only A OR B

Company Name: The Davey Tree Expert Company
 EIN: 34-0176110
 Email: DAN.Powell@DAVEY.COM
 Name and Title of individual completing this schedule:
DAN Powell District Mgr.
 (Printed Name) (Title)
X Dan Powell 2.20.2017
 (Signature) (Date)

This solicitation has potential for P-Card Payment. Does your company accept credit card payment? YES ☒ NO ☐
 If "yes," please indicate payment options on the below chart.

Payment Options	YES	NO	PERCENTAGE AND/OR TERMS FOR EARLY PAYMENT
Is there a discount for a credit card payment?		<input checked="" type="checkbox"/>	
Is there an additional charge for credit card payment?		<input checked="" type="checkbox"/>	
Discount for early payment?		<input checked="" type="checkbox"/>	
Prompt payment terms: % Days, Net 30 Days	<input checked="" type="checkbox"/>		

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 Owner, 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 Owner.

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 Owner'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 Owner, and duly authorized 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 Owner, 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 must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. "These coverage's are primary to all other coverage's 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.

The Certificate must state the bid number and title.

When using the ACORD 25 – Certificate of Insurance only the most current version will be accepted.

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

[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 **District Manager of The Davey Tree Expert Company** ("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 29 day of MARCH, 2017.

By: Don Powell