

AGREEMENT FOR SERVICES

THIS AGREEMENT (“Agreement”) is made and executed this 13th day of March, 2023, by and between the City of West St. Paul, 1616 Humboldt Avenue, West St. Paul, Minnesota 55118, (“City”) and Arbor Doctor, PO Box 201428, Bloomington, MN 55420 (“Contractor”).

WHEREAS, the City has accepted the proposal of the Contractor for Ash Tree Injection Treatments; and

WHEREAS, Contractor desires to perform the Services for the City under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual consideration contained herein, it is hereby agreed as follows:

1. SERVICES.

- a. City agrees to engage Contractor as an independent contractor for the purpose of performing certain Services (“Services”), as defined in the following documents:
 - i. A proposal dated March 4, 2023, incorporated herein as Exhibit 1;
 - ii. List of trees to be treated, incorporated herein as Exhibit 2.
- b. Contractor covenants and agrees to provide Services to the satisfaction of the City in a timely fashion, as set forth in the Exhibits, subject to Section 7 of this Agreement.

2. PAYMENT.

- a. City agrees to pay and Contractor agrees to receive and accept payment for Services as set forth in the Exhibits.
- b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Contractor shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.
- c. Contractor shall submit itemized bills for Services provided to City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to City.

3. TERM. The term of this Agreement is identified in the Exhibits. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the same terms and conditions as herein stated.
4. TERMINATION.
 - a. Termination by Either Party. This Agreement may be terminated by either party upon 30 days' written notice delivered to the other party to the addresses listed in Section 13 of this Agreement. Upon termination under this provision, if there is no default by the Contractor, Contractor shall be paid for Services rendered and reimbursable expenses until the effective date of termination.
 - b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.
5. SUBCONTRACTORS. Contractor shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City, unless specifically provided for in the Exhibits. The Contractor shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Contractor's receipt of payment by the City for undisputed services provided by the subcontractor.
6. STANDARD OF CARE. In performing its Services, Contractor will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided. No warranty, express or implied, is made or intended by Contractor's undertaking herein or its performance of Services.
7. DELAY IN PERFORMANCE. Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Contractor under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Contractor will be entitled to payment for its reasonable additional charges, if any, due to the delay.

8. CITY'S REPRESENTATIVE. The City has designated Dave Schletty, Parks & Recreation Director, to act as the City's representative with respect to the Services to be performed under this Agreement. He shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.
9. PROJECT MANAGER AND STAFFING. The Contractor has designated Bryan Gilles to be the primary contact for the City in the performance of the Services. He shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Contractor may not remove or replace this designated staff without the approval of the City.
10. INDEMNIFICATION.
 - a. Contractor and City each agree to defend, indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Contractor and City, they shall be borne by each party in proportion to its own negligence.
 - b. Contractor shall indemnify City against legal liability for damages arising out of claims by Contractor's employees. City shall indemnify Contractor against legal liability for damages arising out of claims by City's employees.
11. INSURANCE. During the performance of the Services under this Agreement, Contractor shall maintain the following insurance:
 - a. Commercial General Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence, pursuant to Minnesota Statutes, Section 466.04, or as may be amended;
 - b. Professional Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence.
 - c. Workers' Compensation Insurance in accordance with statutory requirements.
 - d. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

Contractor shall furnish the City with certificates of insurance, which shall include a provision that such insurance shall not be canceled without written notice to the City. The City shall be named as an additional insured on the Commercial General Liability Insurance policy and the Professional Liability Insurance policy.

12. INTENTIONALLY LEFT BLANK

13. NOTICES. Notices shall be communicated to the following addresses:

If to City: City of West St. Paul
 1616 Humboldt Ave.
 West St. Paul, MN 55118
 Attention: Dave Schletty

Or e-mailed: dschletty@wspmn.gov

If to Contractor: Arbor Doctor
 PO Box 201428
 Bloomington, MN 55420
 Attention: Bryan Gilles

Or emailed: bryan.treedoctor@gmail.com

14. INDEPENDENT CONTRACTOR STATUS. All services provided by Contractor, its officers, agents and employees pursuant to this Agreement shall be provided as employees of Contractor or as independent contractors of Contractor and not as employees of the City for any purpose.

15. GENERAL PROVISIONS.

- a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.
- b. Waiver. A waiver by either City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- c. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in Dakota County District Court.
- d. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both parties.
- e. Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

- f. Data Practices Compliance. All data collected by the City pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

- g. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

CITY OF WEST ST. PAUL

By: _____
David Napier, Mayor

By: _____
Nate Burkett, City Manager

Date: _____

CONTRACTOR

By: _____

Its: _____

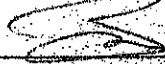
Date: _____

Exhibit 1

City of West St Paul
Tree Injection Services

Exhibit A- Ash Tree Injection Price Quote for Emamectin benzoate - City Property (City Invoiced) over two(2) year time period at the Medium Rate

Medium Rate (ml. product/tree)	Tree Diameter (DBH) Class in inches	Number of trees (A)	Price Per Tree (B)	Quote (Number of trees X Price per tree) (C)	Price per inch (DBH)
55	10-12	1			
70	13-15	1			
85	16-18	1			
100	19-21	1			
115	22-24	1			
130	25-27	1			
145	28-30	1			
160	31-33	1			
175	34-36	1			
190	37-39	1			
205	40-42	1			
220	43-45	1			
235	46-48	1			
250	49-51	1			
265	52-54	1			
280	55-57	1			
295	58-60	1			
310	61-63	1			
325	64-66	1			
340	67-69	1			
355	70-72	1			
Total Amount of Quote (Sum of Column C) (Number of trees x price per tree)				\$ 5.00 per inch diameter	

Name of Company: Arbor Doctor Authorized Signature: 

Address: PO Box 201498 Date: 3/4/23
Bloomington, MN 55420

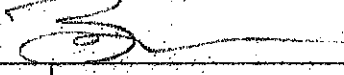
Phone: 952-334-6768

ALTERNATE DEVICE METHOD (if applicable): _____

City of West St Paul
Tree Injection Services

**Exhibit B- Ash Tree Injection Price Quote for Emamectin benzoate – Resident/Private Property
(Resident Invoiced) trees over two(2) year time period at the Medium Rate**

Medium Rate (ml. product/tree)	Tree Diameter (DBH) Class in inches	Number of trees (A)	Price Per Tree (B)	Quote (Number of trees X Price per tree) (C)	Price per inch (DBH)
55	10-12	1			
70	13-15	1			
85	16-18	1			
100	19-21	1			
115	22-24	1			
130	25-27	1			
145	28-30	1			
160	31-33	1			
175	34-36	1			
190	37-39	1			
205	40-42	1			
220	43-45	1			
235	46-48	1			
250	49-51	1			
265	52-54	1			
280	55-57	1			
295	58-60	1			
310	61-63	1			
325	64-66	1			
340	67-69	1			
355	70-72	1			
Total Amount of Quote (Sum of Column C) (Number of trees x price per tree)				\$ 5.50 per inch diameter	

Name of Company: Arbor Doctor Authorized Signature: 

Address: PO Box 201428 Date: 3/4/23
Bloomington, MA 01542

Phone: 952-334-6768

ALTERNATE DEVICE METHOD (if applicable): _____

EXHIBIT 2

2023 Treatment List

ID	SPECIE	DBH	HOUSE	STREET
1	Green ash	19	922	Allen Ave
2	Green ash	26	958	Allen Ave
3	Green ash	21	965	Allen Ave
4	Green ash	27	1114	Allen Ave
5	Green ash	22	1114	Allen Ave
6	Green ash	16	1140	Allen Ave
7	Green ash	23	1140	Allen Ave
8	Green ash	20	1200	Allen Ave
9	Green ash	26	1212	Allen Ave
10	Green ash	18	1212	Allen Ave
11	Green ash	24	194	Altman Ct
12	Green ash	23	4	Amelia Ct
13	Green ash	20	6	Amelia Ct
14	Green ash	29	8	Amelia Ct
15	Green ash	18	13	Amelia Ct
16	Green ash	21	13	Amelia Ct
17	Green ash	20	164	Arion St E
18	Green ash	24	176	Arion St E
19	Green ash	7	203	Arion St E
20	Green ash	14	271	Arion St E
21	Green ash	20	271	Arion St E
22	Green ash	17	908	Bellows St
23	Green ash	18	1167	Bellows St
24	Green ash	14	1167	Bellows St
25	Green ash	16	1174	Bellows St
26	Green ash	17	1174	Bellows St
27	Green ash	31	1188	Bellows St
28	Green ash	10	130	Bernard St E
29	Green ash	27	172	Bernard St E
30	Green ash	21	11	Bernard St W
31	Green ash	16	125	Bernard St W
32	Green ash	12	425	Betty Ln
33	Green ash	22	445	Betty Ln
34	Green ash	29	459	Betty Ln
35	Green ash	16	839	Bidwell St
36	Green ash	29	884	Bidwell St
37	Green ash	22	890	Bidwell St
38	Green ash	26	892	Bidwell St
39	Green ash	10	941	Bidwell St
40	Green ash	9	941	Bidwell St
41	Green ash	19	953	Bidwell St
42	Green ash	17	953	Bidwell St
43	Green ash	18	969	Bidwell St

44	Green ash	14	1141	Bidwell St
45	Green ash	17	1092	Carrie St
46	Green ash	13	1363	Carrie St
47	Green ash	19	931	Charleton Ave
48	Green ash	12	932	Charleton Ave
49	Green ash	18	1061	Charleton Ave
50	Green ash	20	1061	Charleton Ave
51	Green ash	17	1105	Charleton Ave
52	Green ash	17	936	Cherokee Ave
53	Green ash	18	962	Cherokee Ave
54	Green ash	28	976	Cherokee Ave
55	Green ash	18	1039	Cherokee Ave
56	Green ash	30	1051	Cherokee Ave
57	Green ash	19	1159	Cherokee Ave
58	Green ash	15	1163	Cherokee Ave
59	Green ash	14	1196	Cherokee Ave
60	Green ash	25	1196	Cherokee Ave
61	Green ash	15	1229	Cherokee Ave
62	Green ash	16	1231	Cherokee Ave
63	Green ash	21	1280	Cherokee Ave
64	Green ash	17	1306	Cherokee Ave
65	Green ash	14	1338	Cherokee Ave
66	Green ash	28	1351	Cherokee Ave
67	Green ash	12	893	Christensen Ave
68	Green ash	12	893	Christensen Ave
69	Green ash	18	897	Christensen Ave
70	Green ash	18	170	Conver St
71	Green ash	25	173	Conver St
72	Green ash	21	196	Conver St
73	Green ash	23	199	Conver St
74	Green ash	21	203	Conver St
75	Green ash	24	208	Conver St
76	Green ash	16	215	Conver St
77	Green ash	6	1	Crusader Ave E
78	Green ash	9	1	Crusader Ave E
79	Green ash	14	1	Crusader Ave E
80	Green ash	12	1	Crusader Ave E
81	Green ash	13	1	Crusader Ave E
82	Green ash	10	1	Crusader Ave E
83	Green ash	10	2	Crusader Ave E
84	Green ash	14	2	Crusader Ave E
85	Green ash	17	191	Curtice St W
86	Green ash	26	215	Curtice St W
87	Green ash	14	243	Curtice St W
88	Green ash	15	250	Curtice St W
89	Green ash	18	250	Curtice St W
90	Green ash	19	824	Deppe St

91	Green ash	17	824	Deppe St
92	Green ash	17	824	Deppe St
93	Green ash	17	824	Deppe St
94	Green ash	15	838	Deppe St
95	Green ash	16	838	Deppe St
96	Green ash	16	791	Dodd Rd
97	Green ash	17	845	Dodd Rd
98	Green ash	17	848	Dodd Rd
99	Green ash	10	849	Dodd Rd
100	Green ash	16	849	Dodd Rd
101	Green ash	15	865	Dodd Rd
102	Green ash	18	886	Dodd Rd
103	Green ash	14	931	Dodd Rd
104	Green ash	19	932	Dodd Rd
105	Green ash	12	970	Dodd Rd
106	Green ash	18	1023	Felix St
107	Green ash	25	1024	Felix St
108	Green ash	20	1028	Felix St
109	Green ash	25	1046	Felix St
110	Green ash	26	968	Galvin Ave
111	Green ash	25	968	Galvin Ave
112	Green ash	23	990	Galvin Ave
113	Green ash	16	990	Galvin Ave
114	Green ash	11	996	Galvin Ave
115	Green ash	14	996	Galvin Ave
116	Green ash	26	1026	Galvin Ave
117	Green ash	24	1032	Galvin Ave
118	Green ash	20	1037	Galvin Ave
119	Green ash	22	1037	Galvin Ave
120	Green ash	27	1038	Galvin Ave
121	Green ash	21	1043	Galvin Ave
122	Green ash	22	1049	Galvin Ave
123	Green ash	22	1049	Galvin Ave
124	Green ash	23	1050	Galvin Ave
125	Green ash	29	1050	Galvin Ave
126	Green ash	25	894	Gorman Ave
127	Green ash	19	895	Gorman Ave
128	Green ash	21	983	Gorman Ave
129	Green ash	6	987	Gorman Ave
130	Green ash	11	1016	Gorman Ave
131	Green ash	23	1027	Gorman Ave
132	Green ash	28	1045	Gorman Ave
133	Green ash	36	1063	Gorman Ave
134	Green ash	24	1104	Gorman Ave
135	Green ash	30	911	Hall Ave
136	Green ash	21	911	Hall Ave
137	Green ash	14	926	Hall Ave

138	Green ash	7	926	Hall Ave
139	Green ash	7	960	Hall Ave
140	Green ash	29	975	Hall Ave
141	Green ash	28	987	Hall Ave
142	Green ash	23	1023	Hall Ave
143	Green ash	22	1041	Hall Ave
144	Green ash	7	1228	Hall Ave
145	Green ash	23	1245	Hall Ave
146	Green ash	23	1266	Hall Ave
147	Green ash	21	1267	Hall Ave
148	Green ash	19	1304	Hall Ave
149	Green ash	10	1309	Hall Ave
150	Green ash	26	127	Haskell St E
151	Green ash	35	200	Haskell St E
152	Green ash	7	240	Haskell St E
153	Green ash	10	254	Haskell St E
154	Green ash	27	254	Haskell St E
155	Green ash	19	383	Haskell St E
156	Green ash	20	383	Haskell St E
157	Green ash	7	383	Haskell St E
158	Green ash	13	383	Haskell St E
159	Green ash	10	383	Haskell St E
160	Green ash	23	214	Haskell St W
161	Green ash	9	152	Hurley St E
162	Green ash	24	155	Hurley St E
163	Green ash	23	166	Hurley St E
164	Green ash	28	173	Hurley St E
165	Green ash	9	292	Kopp Dr
166	Green ash	17	292	Kopp Dr
167	Green ash	17	292	Kopp Dr
168	Green ash	21	912	Livingston Ave
169	Green ash	15	931	Livingston Ave
170	Green ash	18	947	Livingston Ave
171	Green ash	11	984	Livingston Ave
172	Green ash	17	985	Livingston Ave
173	Green ash	19	1071	Livingston Ave
174	Green ash	13	1096	Livingston Ave
175	Green ash	21	1106	Livingston Ave
176	Green ash	25	1112	Livingston Ave
177	Green ash	29	1113	Livingston Ave
178	Green ash	21	1880	Livingston Ave
179	Green ash	13	1880	Livingston Ave
180	Green ash	13	170	Logan Ave E
181	Green ash	10	170	Logan Ave E
182	Green ash	28	175	Logan Ave E
183	Green ash	18	175	Logan Ave E
184	Green ash	23	1	Logan Ave W

185	Green ash	29	10	Logan Ave W
186	Green ash	21	25	Logan Ave W
187	Green ash	28	50	Logan Ave W
188	Green ash	8	55	Logan Ave W
189	Green ash	12	102	Logan Ave W
190	Green ash	10	180	Logan Ave W
191	Green ash	29	154	Mainzer St
192	Green ash	20	154	Mainzer St
193	Green ash	17	157	Mainzer St
194	Green ash	11	163	Mainzer St
195	Green ash	28	169	Mainzer St
196	Green ash	19	249	Mainzer St
197	Green ash	25	253	Mainzer St
198	Green ash	20	258	Mainzer St
199	Green ash	15	266	Mainzer St
200	Green ash	15	273	Mainzer St
201	Green ash	11	274	Mainzer St
202	Green ash	10	274	Mainzer St
203	Green ash	23	965	Manomin Ave
204	Green ash	33	979	Manomin Ave
205	Green ash	24	1333	Manomin Ave
206	Green ash	19	1333	Manomin Ave
207	Green ash	22	1334	Manomin Ave
208	Green ash	30	1334	Manomin Ave
209	Green ash	10	330	Moreland Cir
210	Green ash	17	881	Ohio St
211	Green ash	33	958	Ohio St
212	Green ash	27	1025	Ohio St
213	Green ash	20	1025	Ohio St
214	Green ash	22	1028	Ohio St
215	Green ash	21	1028	Ohio St
216	Green ash	29	1041	Ohio St
217	Green ash	29	1041	Ohio St
218	Green ash	18	1047	Ohio St
219	Green ash	28	1060	Ohio St
220	Green ash	21	1090	Ohio St
221	Green ash	22	1090	Ohio St
222	Green ash	9	1222	Ohio St
223	Green ash	22	1231	Ohio St
224	Green ash	24	1252	Ohio St
225	Green ash	6	294	Orme St W
226	Green ash	7	294	Orme St W
227	Green ash	9	294	Orme St W
228	Green ash	26	896	Ottawa Ave
229	Green ash	22	901	Ottawa Ave
230	Green ash	21	905	Ottawa Ave
231	Green ash	12	936	Ottawa Ave

232	Green ash	13	963	Ottawa Ave
233	Green ash	24	996	Ottawa Ave
234	Green ash	19	1096	Ottawa Ave
235	Green ash	24	1346	Ottawa Ave
236	Green ash	29	1352	Ottawa Ave
237	Green ash	16	380	Rehnberg Pl
238	Green ash	21	381	Rehnberg Pl
239	Green ash	21	234	Roeller St
240	Green ash	18	251	Roeller St
241	Green ash	19	260	Roeller St
242	Green ash	18	266	Roeller St
243	Green ash	18	417	Roeller St
244	Green ash	17	417	Roeller St
245	Green ash	8	291	Ruby Dr
246	Green ash	16	301	Ruby Dr
247	Green ash	13	334	Ruby Dr
248	Green ash	34	340	Ruby Dr
249	Green ash	4	421	Ruby Dr
250	Green ash	19	431	Ruby Dr
251	Green ash	22	432	Ruby Dr
252	Green ash	24	436	Ruby Dr
253	Green ash	23	463	Ruby Dr
254	Green ash	11	475	Ruby Dr
255	Green ash	23	476	Ruby Dr
256	Green ash	10	267	Runge Ln
257	Green ash	14	1867	Scott Ln
258	Green ash	15	1867	Scott Ln
259	Green ash	14	1867	Scott Ln
260	Green ash	13	1867	Scott Ln
261	Green ash	14	1867	Scott Ln
262	Green ash	14	1891	Scott Ln
263	Green ash	21	1891	Scott Ln
264	Green ash	14	1891	Scott Ln
265	Green ash	13	1891	Scott Ln
266	Green ash	12	1891	Scott Ln
267	Green ash	11	1891	Scott Ln
268	Green ash	13	1891	Scott Ln
269	Green ash	16	1891	Scott Ln
270	Green ash	21	967	Seminole Ave
271	Green ash	14	1131	Seminole Ave
272	Green ash	17	1039	Smith Ave
273	Green ash	31	1093	Smith Ave
274	Green ash	24	1096	Smith Ave
275	Green ash	23	1103	Smith Ave
276	Green ash	14	1141	Smith Ave
277	Green ash	16	1144	Smith Ave
278	Green ash	16	1188	Smith Ave

279	Green ash	14	1216	Smith Ave
280	Green ash	14	960	Sperl St
281	Green ash	16	130	Stanley St
282	Green ash	15	179	Stanley St
283	Green ash	17	270	Stanley St
284	Green ash	19	271	Stanley St
285	Green ash	11	886	Stryker Ave
286	Green ash	7	914	Stryker Ave
287	Green ash	18	925	Stryker Ave
288	Green ash	17	936	Stryker Ave
289	Green ash	19	947	Stryker Ave
290	Green ash	16	948	Stryker Ave
291	Green ash	18	985	Stryker Ave
292	Green ash	14	1044	Stryker Ave
293	Green ash	21	1051	Stryker Ave
294	Green ash	8	141	Westchester Dr
295	Green ash	24	153	Westchester Dr
296	Green ash	19	176	Westchester Dr
297	Green ash	20	176	Westchester Dr
298	Green ash	11	186	Westchester Dr
299	Green ash	16	187	Westchester Dr
300	Green ash	12	255	Westview Dr
301	Green ash	17	255	Westview Dr
302	Green ash	15	255	Westview Dr
303	Green ash	15	255	Westview Dr
304	Green ash	13	285	Westview Dr
305	Green ash	12	285	Westview Dr
306	Green ash	17	285	Westview Dr
307	Green ash	14	285	Westview Dr
308	Green ash	19	310	Westview Dr
309	Green ash	9	916	Winslow Ave
310	Green ash	36	930	Winslow Ave
311	Green ash	34	1053	Winslow Ave
312	Green ash	28	1057	Winslow Ave