

AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this **15th day of September, 2004**, by and between the City of Naples, Florida, a municipal corporation, (hereinafter referred to as the "OWNER") and **A Personal Touch Lawn Service, whose business address is PO Box 341917, Tampa, FL 33694-1917** (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

WHEREAS, the OWNER desires to obtain the professional services of the CONTRACTOR concerning certain services related to **providing landscape maintenance services** (hereinafter referred to as the "Project"), said services being more fully described in Exhibit A, which is attached hereto and incorporated herein; 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 professional 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 Basic Services to be performed by CONTRACTOR hereunder **are the provision of providing landscape maintenance services.**

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 professional 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, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.

1.4. CONTRACTOR agrees to employ and designate, in writing, within five (5) calendar days after receiving its Notice to Proceed, a qualified licensed professional to serve as the CONTRACTOR's project manager (hereinafter referred to as 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 OWNER that it has expertise in the type of professional 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 OWNER's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, 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 hereunder. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the OWNER of such conflict and utilize its best professional judgment to advise OWNER regarding resolution of the conflict.

1.6. CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without OWNER'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.

1.7. CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of OWNER who in any way deals with, coordinates on, or assists with, the professional services provided in this Agreement, for a period of two (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. In the event CONTRACTOR violates the provisions of this paragraph, CONTRACTOR shall be required to pay damages to OWNER in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of OWNER 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 two (2) years of gross compensation from OWNER, whichever is greater.

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

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

ARTICLE TWO OWNER'S RESPONSIBILITIES

2.1. The Owner shall designate in writing a project coordinator to act as OWNER's representative with respect to the services to be rendered under this Agreement (hereinafter referred to as the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to 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 hereunder;
- (b) The time the CONTRACTOR is obligated to commence and complete all such services; or
- (c) The amount of compensation the OWNER is obligated or committed to pay the CONTRACTOR.

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 CONTRACTOR to enter the Project site to perform the services to be provided by CONTRACTOR under this Agreement; and

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

2.3. CONTRACTOR acknowledges that access to the Project Site, to be arranged by OWNER for 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 CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from OWNER for all or any designated portion of the Project and shall **begin on October 1, 2004 and will expire September 30, 2007 with the option for two one-year renewals.** Time is of the essence with respect to the performance of this Agreement.

3.2. Should CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of 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 OWNER, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then CONTRACTOR shall notify OWNER in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which CONTRACTOR may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of CONTRACTOR's services from any cause whatsoever, including those for which OWNER may be responsible in whole or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONTRACTOR's sole remedy against OWNER 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. Provided, however, if through no fault or neglect of the CONTRACTOR, the services to be provided hereunder have not been completed within 18 months of the date hereof, the CONTRACTOR's compensation may be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by CONTRACTOR after expiration of said 18 month period.

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 OWNER hereunder, the OWNER 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 OWNER'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 to the CONTRACTOR by the OWNER for all Basic Services **shall not exceed \$207,617.28** and shall be paid in the manner set forth in Exhibit A, which is attached hereto and incorporated herein.

**ARTICLE FIVE
MAINTENANCE OF RECORDS**

5.1. CONTRACTOR will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by 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. OWNER, or any duly authorized agents or representatives of OWNER, 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 five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

**ARTICLE SIX
INDEMNIFICATION**

6.1. 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 the Contract Documents, insurance of the types and in the amounts set forth in Exhibit B to this Agreement.

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

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

**ARTICLE NINE
WAIVER OF CLAIMS**

9.1. 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 OWNER arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by CONTRACTOR as unsettled at the time of the final payment. Neither the acceptance of CONTRACTOR's services nor payment by OWNER shall be deemed to be a waiver of any of OWNER's rights against CONTRACTOR.

**ARTICLE TEN
TERMINATION OR SUSPENSION**

10.1. CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for OWNER 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 OWNER, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by CONTRACTOR or by any of 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 OWNER may so terminate this Agreement, in whole or in part, by giving the CONTRACTOR seven (7) calendar day's 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 CONTRACTOR was not in default, or that its default was excusable, or that OWNER otherwise was not entitled to the remedy against 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 CONTRACTOR's remedies against OWNER shall be the same as and limited to those afforded CONTRACTOR under paragraph 10.3 below.

10.3. OWNER shall have the right to terminate this Agreement, in whole or in part, without cause upon seven (7) calendar day's written notice to CONTRACTOR. In the event of such termination for convenience, CONTRACTOR's recovery against OWNER 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 CONTRACTOR that are directly attributable to the termination, but CONTRACTOR shall not be entitled to any other or further recovery against OWNER, including, but not limited to, anticipated fees or profits on work not required to be performed.

**ARTICLE ELEVEN
CONFLICT OF INTEREST**

11.1. 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. 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 OWNER 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 OWNER's address of record:

City of Naples
735 Eighth Street South
Naples, Florida 34102-3796
Attention: Dr. Robert E. Lee, City Manager

13.2. All notices required or made pursuant to this Agreement to be given by the OWNER 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:

**A Personal Touch Lawn Service
PO Box 341917
Tampa, FL 33694-1917**

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. CONTRACTOR, in representing OWNER, shall promote the best interest of OWNER and assume towards OWNER 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 CONTRACTOR without the prior written consent of OWNER.

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.

**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:

OWNER:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By: _____
Tara A. Norman, City Clerk

By: _____
Dr. Robert E. Lee, City Manager

Approved as to form
and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

CONTRACTOR:

A Personal Touch Lawn Service

By: _____

witness

(CORPORATE SEAL)

A PERSONAL TOUCH

MEDIANS AND TRAFFIC ISLANDS		EACH SERVICE	ANNUALLY
1	Cove Lane Median, off Gordon Drive	\$ 25.00	\$1,300.00
2	Cutlass Lane median, North entrance off Gordon	\$ 25.00	\$1,300.00
3	Kingstown Drive Medians from Gordon to Rum Row	\$ 80.53	\$4,187.56
4	Treasure Lane Island at Kingstown Drive	\$ 15.00	\$780.00
5	Captains Place Median off Kingstown	\$ 15.00	\$780.00
6	Green Dolphin Median @ Fort Charles	\$ 16.50	\$858.00
7	Admiralty Parade, Three Traffic Islands	\$ 27.00	\$1,404.00
8	Four (4) traffic islands @ Palm Circle, east and west	\$ 10.00	\$520.00
9	Broad Avenue S. Median, from beachend to 2nd St. S.	\$ 50.00	\$2,600.00
10	6TH St. Medians from 5th Ave S. to 4th Ave N.	\$ 150.00	\$7,800.00
11	Goodlette Road Medians from 22nd Ave N to U.S. 41	\$ 195.00	\$10,140.00
12	Mooringline Drive medians from U.S.41 to bridge	\$ 95.00	\$4,940.00
13	Putter Point Island @ Crayton Road	\$ 24.00	\$1,248.00
14	Park Shore Drive medians, from U.S. 41 to Crayton Road	\$ 78.00	\$4,056.00
15	ROW's at Avion Place, Airway Drive, and Port Avenue	\$ 37.50	\$1,950.00

16	Sandpiper Drive Islands from U.S.41 to Sheepshead to include ROW at Cocoplum hedge, east side of road	\$ 85.00	\$4,420.00
17	Traffic Islands @ Kingfish	\$ 25.00	\$1,300.00
18	West ROW on 6th St. South from 5th Ave. South to alley	\$ 15.00	\$780.00
19	Golden Gate Pkwy medians, from Goodlette Road to U.S. 41	\$ 20.00	\$1,040.00
20	7th Ave N @ 8th St. N	\$ 8.50	\$442.00
21	Blue Point traffic island @ Sandpiper St.	\$ 8.50	\$442.00
22	Bowline @ Crayton	\$ 8.50	\$442.00
23	Bowline center island	\$ 8.50	\$442.00
24	Bowline @ Mooringline	\$ 8.50	\$442.00
25	Traffic island on Old Trail Dr at Belair Ln	\$ 10.00	\$520.00
26	Traffic island on Old Trail Dr at Park Shore Dr	\$ 10.00	\$520.00
27	Traffic island @ Orchid Dr and Crayton Rd	\$ 10.00	\$520.00
28	Traffic island on 5th Ave N at Goodlette Rd	\$ 10.00	\$520.00
29	Traffic island at Wedge and Harbour	\$ 10.00	\$520.00
30	North and South ROW on 6th Ave S from 8th St S to 12th St S	\$ 75.00	\$3,900.00
31	Gateway 41:Sandpiper to Goodlette, medians and north and south ROW, including trash pick up under bridge	\$ 92.00	\$4,784.00
SUBTOTAL			\$64,897.56

CUL-DE-SACS		EACH SERVICE	ANNUALLY
32	Cutlass Lane cul-de-sac	\$ 14.50	\$754.00
33	Binnacle cul-de-sac	\$ 35.00	\$1,820.00
34	Bahia Ct cul-de-sac	\$ 9.50	\$494.00
35	Cuddy Ct cul-de-sac	\$ 9.50	\$494.00
36	Bay Point cul-de-sac	\$ 8.50	\$442.00
37	Putter Point Ct cul-de-sac	\$ 8.50	\$442.00
38	Putter Point Place cul-de-sac	\$ 8.50	\$442.00
39	Windward Way cul-de-sac	\$ 8.50	\$442.00
40	Bollard Place cul-de-sac	\$ 8.50	\$442.00
41	Spinnaker Ct cul-de-sac	\$ 8.50	\$442.00
42	Springline Dr cul-de-sac	\$ 8.50	\$442.00
43	Springline Ct cul-de-sac	\$ 8.50	\$442.00
44	Hurricane Harbor cul-de-sac	\$ 8.50	\$442.00
45	Yucca Ct cul-de-sac	\$ 12.50	\$650.00
46	Champney Bay Ct. cul-de-sac	\$ 8.50	\$442.00
47	17th Ave S cul-de-sac	\$ 8.50	\$442.00

48	2nd Avenue North cul-de-sac East of 10th Street North	\$ 8.50	\$442.00
		SUBTOTAL	\$9,516.00
COMMON AREAS - RIGHT OF WAY		EACH SERVICE	ANNUALLY
49	Lantern Lane R.O.W. from Galleon north to property line	\$ 25.75	\$1,339.00
50	2nd Ave N, north and south R.O.W. from 10th St. N to U.S. 41	\$ 12.50	\$650.00
51	3rd Ave N, north and south R.O.W. from 10th St. N to U.S. 41	\$ 12.50	\$650.00
52	4th Ave N, north and south R.O.W. from 10th St. N to U.S. 41	\$ 15.00	\$780.00
53	4th Ave N., R.O.W. at Palm Circle, east and west	\$ 24.50	\$1,274.00
54	Gordon Drive Park, common area between 18th Ave S. and 21st Ave S.	\$ 55.00	\$2,860.00
55	Broad Avenue S., south R.O.W, from 9th St S to 4th St S, from Broad Ave S. to sidewalk	\$ 151.00	\$7,852.00
56	The Landings, @ 1101 9th Street S. ONLY to include mangrove hedge (trimming).	\$ 90.00	\$4,680.00
57	All City R.O.W. north and south side of 12th Ave S. from 7th St. S. to City Dock	\$ 37.00	\$1,924.00
58	Cambier Park, from alley to 8th Ave S., from 8th St. S. to Park St.	\$ 191.34	\$9,949.68
59	City Hall and Fire Station #1 at 735 8th St. S., to include parking area at corner of 8th St. S. and 8th Ave. S. Separate Parking Lot Full Service	\$ 85.00	\$4,420.00
60	City Operations Complex, from Central Ave. to north fence boundary to include 50, 280, 295, 355, 370, 270 Riverside Circle, all ROW, swales, and retention areas.	\$ 449.00	\$23,348.00
61	ROW on 7th Ave N., between Bougainvillea Road east and west at lake	\$ 17.00	\$884.00
62	ROW on 3rd St. S. between Lake Dr. South and Lake Dr. North, west side of road	\$ 15.86	\$824.72

63	River Park Community Center @ 301 11th St. N. to include parking area, corner of 11th St. N. and 3rd Ave. N.	\$ 125.00	\$6,500.00
64	Fire Station #2, 26th Ave. N. and 10th St. N.	\$ 49.51	\$2,574.52
65	Betsy Jones Park, on 10th St. N., at 6th Ave N. to include ROW on 6th Ave. N. along canal, east to end of canal	\$ 24.95	\$1,297.40
66	Bowline Bend Park at Bowline Drive and Bowline Bend	\$ 49.51	\$2,574.52
67	4th Ave South, small grass areas in parking lot	\$ 15.00	\$780.00
68	19th Ave. beach walk, common area between Gordon Drive and Gulf Shore Blvd. South	\$ 10.00	\$520.00
69	Sandpiper Drive, grass area, west side between road and sidewalk, from Curlew to Osprey	\$ 10.00	\$520.00
70	2nd Ave N., east of 10th St. N., north and south ROW	\$ 22.00	\$1,144.00
71	10th St. N., east ROW, between 1st Ave N. and 3rd Ave. N.	\$ 12.00	\$624.00
72	Goodlette Road, west ROW, from 22nd Ave. N. to Golden Gate Pkwy (to include canal bank)	\$ 15.00	\$780.00
73	Gulf Shore Blvd. North, east ROW, south of 6th Ave N. at lake	\$ 20.00	\$1,040.00
74	Seagate Drive, west ROW, from intersection to Sanddollar Lane	\$ 20.00	\$1,040.00
75	Naples Preserve, common area around building and ROW's on north, east and south side of property	\$ 95.00	\$4,940.00
76	Goodlette Linear Park on Goodlette Rd, west ROW from 14th Ave N. to south park boundary	\$ 231.00	\$12,012.00
77	City nursery on Burning Tree Dr	\$ 147.63	\$7,676.76
78	Oyster Bay sign at Curlew Ave and Sandpiper St	\$ 10.00	\$520.00
79	North and South ROW on 3rd Ave N from 11th St N, east to include end of road north and south	\$ 25.00	\$1,300.00

80	Sandpiper Park @ Sandpiper St and U.S. 41 to include ROW in front of Boat Haven	\$ 85.00	\$4,420.00
81	River Park Passive Area at 1098 3rd Ave North	\$ 55.00	\$2,860.00
82	Pirates Bight, north ROW	\$ 17.95	\$933.40
83	Seagate Linear Park, from north end of Seagate to south boundary, east side of Seagate Drive	\$ 184.61	\$9,599.72
84	Sugden Theater/Parking Garage	\$ 32.00	\$1,664.00
SUBTOTAL			\$126,755.72
BEACH ENDS		EACH SERVICE	ANNUALLY
85	21st Ave beach walk	\$ 48.00	\$2,496.00
86	North Lake Dr, north ROW	\$ 38.00	\$1,976.00
87	3rd Ave N, north and south Row	\$ 38.00	\$1,976.00
SUBTOTAL			\$6,448.00
GRAND TOTAL			\$207,617.28

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 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 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 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"

