AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this **19th day of September**, **2007**, by and between the City of Naples, Florida, a municipal corporation, (hereinafter referred to as the "OWNER") and **TLC Lawn Maintenance** a Florida corporation, whose business address is **P.O. Box 8388**, **Naples, Florida 34101** (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

WHEREAS, the OWNER desires to obtain the professional services of the CONTRACTOR concerning certain services related to **the Citywide Landscape Maintenance** (hereinafter referred to as the "Project"), said services being more fully described in Exhibit A, "Scope of Services", 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 is **the Citywide Landscape** Maintenance.

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 be performed and completed by September 30th, 2008, with the option of two one-year renewal periods. Time is of the essence with respect to the performance of this Agreement.

3.2. Should 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 CONTRACTOR by the OWNER for all Basic Services **shall be an annual amount not-to-exceed \$235,560.00** and shall be paid in the manner set forth in Exhibit A, "Basis of Compensation", 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 Revised 7/18/02

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:

TLC Lawn Maintenance P.O. Box 8388 Naples, FL 34101 Attn: Steve Brayles, Owner

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: _____

Dr. Robert E. Lee, City Manager

By: ____

Tara A. Norman, City Clerk

Approved as to form and legal sufficiency:

By: _____

Robert D. Pritt, City Attorney

CONTRACTOR: TLC Lawn Maintenance A Florida Corporation

By: _____

witness

(CORPORATE SEAL)

	PH: 239-		SIDE CIR FL 3410	
MAILING DATE:	TITLE :		NUMBER:	OPENING DATE & TIME:
07/03/07 LAI	NDSCAPE MAINTENANO	E	098-07	2:00PM 7/30/07
NON-MANDATOR	PRE-BID DATE, TI Y - 7/16 @10:00 AM, 270	RIVERSIDE CIRC	LE, NAPLES, FL	. 34102
NAME OF PARTNERSHIP, CORPORATION	and the second			
TLC Lawn N MAILING ADDRESS:	naintenance			
D. D. Dox B38	8			
CITY-STATE-ZIP:	<u> </u>			
Naples, FL:	34101			and the second
m(239) 239-070	4		D. HC. Jau	
** (239) 513-921	10	WEB ADDRESS: 100	w. tick	awn.com
In all respects fair and with certify that I am authorized the bidder offers and agree transfer to the City of Naple or hereafter acquire under fixing relating to the part Naples. At the City's discree the City tenders final payme AUTHORIZE STREAMURE Staddendum #1	to sign this bid for the ses that if the bid is a es all rights, title, and in the Anti-trust laws of cular commodities or etion, such assignment	bidder. In subm ccepted, the bid therest in and to the United State services purchas shall be made an PRINTED NAME ON STED NAME	itting a bid to der will com all causes of s and the SI ed or acqui nd become e	o the City of Naples vey, sell, assign of f action it may now tate of FL for price red by the City of
	PLEASE NOTE T	HE FOLLOW	ING:	
	mpleted and returned	with your bid.		closing date.

			BEA	CH END	S	_		-	
		BE	ACH END SERVI	CES	MOW/EDGE	TOTAL	ANNUAL COST	FOR ALL	
	LOCATION	BLOWER	VACUUM 1 X PER	SWEEPING	1 X PER				SPECIFIC MAINTENANC
		WEEK	WEEK	WEEK	WEEK	BLOWER	VACUUM	SWEEPING	
1	3600 beach end, to include grass area from Gordon to beach	15	20	25		780	1040	1300	To include mowing/edging from Gordon to beach dune
2	33rd Avenue South beach end	15	52.50	75	Х	1180	2730	3900	
3	32nd Avenue South beach end	15	45	75	X	780	2340	3900	
4	21st Avenue South beach walk	21	63	105	X	1092	3276	5460	
5	19th Avene South beach end	25	75	125	X	1300	3900	6500	Ficus hedge to be maintained at 14' and below power line
6	18th Avene South beach walk	20	60	100	X	1040	3120	5200	
7	17th Avenue South beach end	15	45	75	X	780	2340	3900	
8	16th Avenue South beach end	15	45	75	X	780	2340	3900	
9	15th Avenue South beach end	15	45	75	X	780	2340	3900	
10	14th Avenue South beach end	15	45	75	X	780	2340	3900	
11	13th Avenue South beach end	15	45	75	X	780	2340	3900	
12	12th Avenue South beach end	20	60	100	X	1040	3120	5200	
13	Broad Avenue South beach end	15	45	75	X	780	2340	3900	
14	11th Avenue South beach end	15	45	75	X	780	2340	3900	

15	10th Avenue South beach end	15	45	75	X	780	2340	3900
16	9th Avenue South beach end	15	45	75	X	780	2340	3900
17	8th Avenue South beach end (map #9)	25	75	125	X	1300	3900	6500
18	7th Avenue South beach end	15	45	75	X	780	2340	3900
19	6th Avenue South beach end	15	45	75	X	780	2340	3900
20	5th Avenue South beach end	15	45	75	X	180	3340	3900
21	4th Avenue South beach end	15	45	75	X	780	2340	3900
22	3rd Avenue South beach end	15	45	75	X	780	2340	3900
23	2nd Avenue South beach end	15	45	15	X	780	2340	3900
24	1st Avenue South beach end	15	45	15	X	780	2340	3900
25	Central Avenue beach end	20	60	100	X	1040	3120	5200
26	Ist Avenue North beach end	20	60	100	X	1040	3120	5200
27	2nd Avenue North beach end	20	60	100	X	1040	3120	5200
28	3rd Avenue North beach end	15	45	75	X	780	2 340	3900
29	4th Avenue North beach end	15	45	75	X	780	2340	3900
30	6th Avenue North beach end	20	60	100	X	1040	3120	5200
31	North Lake Drive beach end	20	60	100	X	1040	3120	5200

32	7th Avenue North beach end	15	45	15	X	780	2340	3900	
33	8th Avenue North beach and	20	60	100	X	1040	3120	5200	
34	Via Miramar	57	171	285	X	2964	8893	14820	Tall hedge to be maintained at 12'
35	Veldado Way	57	171	285	X				Tall hedge to be maintained at 12'
36	Horizon Way	51	171	285				14820	

		PI	ARKS ANI	PUBLI	C AREA	S			
-		SPEC	CIALIZED SERV	ICES	TRASH PICK-UP 5 BLOW	TOTAL ANNUAL COST FOR ALL			
	LOCATION	BLOWER	VACUUM	SWEEPING	PAVED		SERVICES		SPECIFIC MAINTENANCE
		1 X PER WEEK	1 X PER WEEK	1 X PER WEEK	6 X PER WEEK	BLOWER	VACUUM	SWEEPING	a trace
37	Gordon Drive Park between 18th Avenue South and 21st Avenue South (map #2)	58.25	116.50	291,25	X	3099	6058	15,145	
38	Sandpiper Park East and West at Sandpiper Street and U.S. 41(map #7)	100	200	500	X	5900	10,400	26,000	
39	The Landings at 1101 9th Street South (map #5)	185	370	925	X	9620	19,240	48,100	To include trimming c mangrove hedge
40	Coconut Point Park at 10th Avenue South (map #6)	-	-	Ŧ	X	-	-	-	
41	Rogers Park at 1106 3rd Street South (map #3)	56	112	280	X	2912	5824	14,560	
42	River Park Community Center 0 301 11th Street North to include parking area corner of 11th Street North and 3rd Avenue North (map #15)	200	400	1000	NO BID	10,400	20,800	52,000	
43	River Park Passive Area at 1098 3rd Ave North	90	180	450	BID	4680	9360	23,400	
44	Betsy Jones Park at 10th Street North and 6th Avenue North to include ROW on 6th Ave. N. along canal, east to end of canal (map #16)	45	90	225	X	2340	4680	11,700	
45	Anthony Park at 1500 5th Avenue North (map #14)	250	500	1250	X	13,000	26,000	65,000	
46	Fleischmann Park at 1300 Fleischmann Boulevard, excluding athelic fields, to include ROW east side of park to Goodlette Road (map #18)	400	800	2000	X	,		104,000	

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47	Naples Freserve at 1690 Tamiami Trail North common area around building and ROW's on north, south, east, and weat side of property (map #19)	150	300	750		7800	15,600	39,000	
48	Lowdermilk Park at 1301 Gulf Shore Boulevard North (map #21)	325	650	1625	X	16,900	33,800	84,500	Seagrape hedge on South side to be maintained at 12'
49	Seagate School Park at West Boulevard including Native area, excluding athletic fields (map #24)	250	500	1250	X	13,000	26,000	65,000	April 199
50	Spring Lake Outlook (map #31)	-	-	-	X	-	-	-	Area under construction
51	City Hall and Fire Station #1 at 735 8th Street South, to include parking area at 8th Sreet South and 8th Avenue South	125	250	625	x	6500	13,000	32,500	
52	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.	950	1900	4750	x	49,400	98,800	347,000	Awabuki Viburnum hedç on Gooldette from Central to 3rd to be maintained at 12'
53	Fire Station #2 at 26th Avenue North and 10th Street North	59	118	295	X	3068.	6136	15,340	Ficus hedge to be maintained at not les than 12'
54	Naples Pier Parking Lot at 12th Avenue South	45	90	225	X	2340	4680	11,700	All hedges to be maintained at 1 foot above fences
55	Parking Lot at 6th Avenue South & 8th Street South	35	70	175	X	1820	3640	9100	
56	Sugden Theater/Parking Garage	75	150	375	X	3900	7800	19,500	
57	City nursery on Burning Tree Dr	-	-	-	X	-	-	-	
58	Goodlette Linear Park on Goodlette Rd, west ROW from 14th Ave N. to south park boundary (map #17)	300	600	1500	X	15,600	31,200	78,000	
59	Orchid Linear Park, from Chevron Station south to Banyan Boulevard (map #20)	225	450	1125	X	11,700	23,400	58,500	Tall hedges to be maintained at not let than 12'

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60	Seagate Linear Park, from north end of Seagate to south boundary at bench, to include North ROW on Pirates Bight, west ROW on Seagate from Seagate to Sanddollar (map #25)	450	900	2250	X	23,400	46,800	117,000	Tall hedges to be maintained at not les: than 12'
61	13th Street North pocket-park at 514 13th Street North (map #30)	1	-	(X	-	-	(
62	Alligator Lake East (map #26)	-	1	-	X	-	-	-	
63	Alligator Lake West (map #27))	-	-	X	-	-	-	
64	Bowline Bend Park at Bowline Drive and Bowline Bend (map #22)	60	120	300	X	3120	6240	15,600	

		SPE	CIALIZE	D PARK	LOCATI	ON		
		SPEC	IALIZED SERV	VICES	TOTAL A	NNUAL COST	FOR ALL	
	LOCATION	BLOWER	VACUUM	SWEEPING		SERVICES		SPECIFIC MAINTENANCE
		1 X PER WEEK	1 X PER WEEK	1 X PER WEER	BLOWER	VACUUM	SWEEPING	
65-a	Cambier Park, from alley to 8th Avenue South and from 8th Street South to Park Street(map #8)	300	600	1500	15,600	31,200	78,000	

	LOCATION		MOW/EDGE			TOTAL ANNUAL COST FOR ALL		SPECIFIC MAINTENANCE	
			LOCATION BLOWER VACUUM SWEEPIN		SERVICES				
		1 X PER WEEK	I X PER I X PER I X WEEK	1 X PER WEEK	BLOWER	VACUUM	SWEEPING		
65-b	Cambier Park, from alley to 8th Avenue South and from 8th Street South to Park Street(map #8)	200	400	1000	10,400	a°,800	57,000	Requires only mowing, edging, trash	

			CUI	-DE-SA	CS			
		SPE	CIALIZED SERV	/ICES	TOTAL ANNUAL COST FOR ALL			
	LOCATION	BLOWER	VACUUM	SWEEPING	X	SERVICES		SPECIFIC MAINTENANCE
		1 X PER WEEK	1 X PER WEEK	1 X PER WEEK	BLOWER	VACUUM	SWEEPING	
66	Bay Road @ Gordon Drive	8.50	17.00	42.50	442	884	2210	
67	Cutlass Lane cul-de-sac	25	50	125	1300	2600	6500	
68	Champney Bay Court cul-de-sac	8.50	17.00	42.50	442	884	2210	
69	Green Dolphin Lane cul-de-sac	18	36	90	936	1872	4680	
70	Fort Charles Drive, large cul-de-sac 8 end	35	70	175	1820	3640	9100	
71	Gin Lane cul-de-sac	20	40	100	1040	2080	5200	
72	Nelson's Walk cul-de-sac	40	80	200	2080	4160	10,400	
73	Binnacle cul-de-sac	35	70	175	1820	3640	9100	
74	Spyglass Lane cul-de-sac	30	60	150	1560	3120	7800	
75	Galleon Drive cul-de-sac	22	44	110	1144	2988	5720	10 m 10 m
76	Forrest Lane cul-de-sac	9	18	45	468	936	<i>2</i> 340	
77	21st Court South cul-de-sac	9	18	45	468	936	2340	

78	4th Street South cul-de-sac	8.50	17	42.50	442	884	2210
79	5th Street South cul-de-sac	8.50	17	42.50	442	884	2210
80	6th Street South cul-de-sac	8.50	17	42.50	442	884	2210
81	7th Street South cul-de-sac	8.50	17	42.50	442	884	2210
82	8th Street South cul-de-sac	8.50	17	42.50	442	884	2210
83	17th Avenue South (Aqua Circle) cul- de-sac	15	30	75	780	1560	3900
84	Cherrystone Court cul-de-sac	8.50	17	42.50	442	884	2210
85	Clam Court cul-de-sac	8.50	17	48.50	442	884	2210
86	Little Neck Court cul-de-sac	8.50	17	42,50	442	884	2210
87	Blue Point Avenue cul-de-sac	8.50	17	42.50	442	884	8210
88	Chesapeake Avenus cul-de-sac	8.50	17	42.50	442	884	22.10
89	Bonita Court cul-de-sac	0.50	17	42.50	442	884	2210
90	Bonita Lane cul-de-sac	8.50	17	42.50	442	884	2210
91	Mullet Court cul-de-sac	8.50	[7]	42.50	442	884	2910
92	Mullet Lane cul-de-sac	8.50	17	42.50	442	884	2910
93	Dolphin Court cul-de-sac	8.50	17	42.50	442	884	2210

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94	Dolphin Lane cul-de-sac	8.50	17	42.50	442	188	2210
95	Marlin Drive cul-de-sac	8.50	17	42.50	442	884	0166
96	Cobia Court cul-de-sac	8.50	17	42.50	442	084	2210
97	Wahoo Court cul-de-sac	8,50	17	42.50	442	884	2210
98	Tuna Court cul-de-sac	8.50	17	42.50	442	884	0166
99	Shad Court cul-de-sac	8.50	17	42.50	442	884	2210
100	Trout Court cul-de-sac	8.50	17	42.50	442	084	9710
101	Kingfish Road cul-de-sac	8.50	17	42.50	442	884	2210
102	Tarpon Road cul-de-sac	8.50	17	48.50	442	884	0166
103	Bluefin Court cul-de-sac	8.50	17	42.50	442	884	2310
104	Snook Drive cul-de-sac	8.50	17	42.50	442	884	0166
105	Sheepshead Drive cul-de-sac	8.50	17	42.50	442	884	DIEG
106	2nd Avenue North cul-de-sac East of 10th Street North	8.50	17	42.50	442	884	2910
107	13th Street North cul-de-sac	8.50	17	42.50	442	884	2910
108	Dawn Circle cul-de-sac	8.50	17	42.50	442	884	9910
109	Royal Palm Court cul-de-sac	8.50	17	42.50	442	884	2210

110	11th Circle cul-de-sac	8.50	17	42.50	442	884	2210
111	Yucca Court cul-de-sac	12.25	25		650	1300	3250
112	Rurricane Harbor cul-de-sac	8.50	17	42.50	442	884	2210
113	Springline Court cul-de-sac	8.50	17	42.50	442	684	2210
114	Springline Drive cul-de-sac	8.50	17	42.50	442	884	9910
115	Spinnaker Court cul-de-sac	8.50	(7	42.50	442	884	2210
116	Bollard Place cul-de-sac	8.50	17	42.50	442	884	2210
117	Putter Point Place cul-de-sac	8.50	17	42.50	442	884	2910
118	Futter Point Court cul-de-sac	8.50	17	42.50	442	884	3310
119	Windward Way cul-de-sac	8.50	17	42.50	442	884	2210
120	Bay Point cul-de-sac	8.50	17	42.50	442-	884	2210
121	Cuddy Court cul-de-sac	9.50	19	47.50	494	988	2470
122	Bahia Point cul-de-sac	9.50	19	47.50	494	988	2470
123	Regatta Court cul-de-sac	8.50	17	42.50	442	884	2210
24	Mermaids Bight cul-de-sac	8.50	17	42.50	442	884	9910
.25	Fountainhead Court cul-de-sac	8.50	17	42.50	442	884	2010

126	Neptune Bight cul-de-sac	8.50	17	42.50	442	884	2210
127	Bel Air Court cul-de-sac	8.50	17	42.50	442	884	2210
128	Old Trail Way cul-de-sac	8.50	17	42.50	442	884	2210
129	Willowhead Way cul-de-sac	8.50	17	42.50	442	884	2210
130	Turtle Hatch Road cul-de-sac	8.50	17	42.50	442	884	9910
131	Neapolitan Lane cul-de-sac	8.50	17	42.50	442	884	2210
132	Neapolitan Way cul-de-sac	8.50	17	42.50	442	884	2310
133	Devils Bight cul-de-sac	8.50	17	42.50	442	884	2210
134	Pirates Bight cul-de-sac	8.50	17	42.50	442	884	2210
135	Crayton Court cul-de-sac	8.50	(1	42.50	442	884	3310
136	Whispering Pine Court cul-de-sac	8.50	17	42.50	442	884	2916
137	Crayton Place South cul-de-sac	8.50	17	Un 50	(11)2	884	2910

LOCATION		SPEC	TALIZED SER	VICES	TOTAL	MINUAL COST	FOR ALL	
		BLOWER <u>1 X PER</u> <u>WEEX</u>	VACUUM <u>1 X PER</u> <u>WEER</u>	SWEEPING		SERVICES		SPECIFIC MAINTENANCE
				1 X PER WEEK	BLOWER	VACUUM	SWEEPING	
138	Cove Lane median, off Gordon Drive	35	OP	175	1820	3640	9100	

	Viscolary Dalay and an Anna Anna				X		
139	Kingstown Drive medians from Gordon Drive to Rum Row	165	330	825	8580	17,160	42,900
140	Green Dolphin Lane traffic island at Fort Charles Drive	A 5	50	125	1300	2600	6500
141	Captains Place median, off Kingstown Drive	25	50	125	1300	2600	6500
142	Treasure Lane traffic island at Kingstown Drive	20	40	100	1040	2080	5200
143	Nelsons Walk traffic island at Rum Row	(5.50	31	77.50	806	1612	4030
144	Nelsons Walk traffic island at Binnacle	15.50	31	77.50	806	1612	4030
145	Admiralty Parade, 3 traffic islands	42	84	210	2184	4368	10,930
146	Galleon Drive at Spyglass Lane, 4 traffic islands (map #29)	52	104	260	2704	5408.	13,520
147	Sandpiper Drive medians from U.S.41 to Curlew Avenue	20	40	100	1040	2080	5900
148	Blue Point traffic island at Sandpiper Street	12	24	60	624	1248	3120
149	Marlin Drive median at Sandpiper Street	8.50	17	42.50	442	884.	2210
150	Marlin Drive traffic island	36.50	73	182.50	1898	3796	9490
151	Sheephead Street traffic island at Sandpiper Street	22	44	110	1144	2286	5720
152	3rd Street South traffic island at 15th Avenue South	10	20	50	520	1040	2600
153	Broad Avenue South median at 4th Street South	10	90	50	520	1040	2600
154	Broad Avenue South median from beachend to 2nd Street South	55	110	275	3860	5720	14,300

EXHIBIT	A PA	GE 15
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155	3rd Avenue South medians from 2nd	150	200	750	1000	15,600	29.00
100	Street South to 7th Street South	100	au	150	1000	13,600	31,000
156	6th Street medians from 5th Avenue South to 4th Avenue North	150	300	750	7800	15,600	39,000
157	7th Street South medians from 1st Avenue South to 7th Avenue North	150	300	150	7800	15,600	391,000
158	Palm Circle East and West, 5 traffic islands	_	-	-		-	-
159	Central Avenue medians from 6th Street South to Gulf Shore Boulevard	150	300	750	1800	15,600	39,000
160	5th Avenue South Parkway medians from 8th Street South to 10th Street South	200	400	1000	10,400	20,800	52,000
161	10th Street South medians from Central Avenue to U.S.41	150	300	750	7800	15,600	39,000
162	10th Street South east 6 west ROW and medians from Central Avenue to 7th Avenue North	200	400	1000	10,400	30,800	52,000
163	Goodlette-Frank Road medians from U.S. 41 to Golden Gate Parkway	500	1000	2500	26,000	52,000	130,000
164	13th Street North traffic island at Forest Avenue	10	20	50	520	1040	2600
165	13th Street North traffic island at 9th Avenue North	(0	90	50	520	1040	2600
166	12th Street North traffic island at 12th Avenue North	10	90	50	520	1040	2600
167	Forest Avenue traffic island at 8th Terrace North	15	30	75	780	1560	3900
168	Forest Avenue traffic island at 9th Avenue North	15	30	75	780	1560	3900
169	7th Avenue North medians and traffic islands from Goodlette-Frank Road to 3rd Street North	60	120	300	3120	6240	15,600

170	Banyan Boulevard medians from U.S.41 to Gulf Shore Boulevard North to include traffic islands at Crayton Road	150	300	150	1800	15,600	39,000
171	Crayton Road traffic island at Orchid Drive	15	30	75	780	1560	3900
172	Gulf Shore Boulevard North medians from traffic island at Oleander Drive to bridge	285	570	1425	14,820	29,640	74,100
173	Mooringline Drive medians from U.S.41 to Gulf Shore Boulevard North	150	300	750	7800	15,600	39,000
174	Bowline Drive, 3 traffic islands from Crayton Road to Mooringline Drive	30	60	150	1560	3120	7800
175	Putter Point traffic island at Crayton Road	28	56	140	1456	2912	7280
176	Barbour Drive medians from U.S.41 to Leeward Lane to include traffic islands at Crayton Road	150	300	750	7800.	15,600	39,000
177	Harbour Drive traffic island at Wedge Drive	20	40	100	1040.	2080	5200
178	Gulf Shore Boulevard North medians from Admiralty Point to Seagate including selected ROW (see map)	699	1398	3495	36,348	72,696	181,740
179	Park Shore Drive medians from U.S. 41 to bridge	90	180	450	4680	9360	23,400
180	Old Trail Drive median at Park Shore Drive	15	30	75	780	1560	3900
181	Old Trail Drive median at Belair Lane	15	30	75	780	1560	3900
182	West Boulevard median at Seagate Drive	15	30	75	180	1560	3900
183	Crayton Raod median at Seagate Drive	10	20	50	520	1040	2600
184	Starfish Avenue traffic island at Seagate Drive	8.50	17	42.50	442	884	2210

185	Seashell Avenue traffic island at Seagate Drive	8.50	17	42.50	442.	884	2910
186	Seahorse Avenue traffic island at Seagate Drive	8.50	17	42.50	442	884	2210
187	U.S.41 medians from Sandpiper Street to Seagate Drive/Pine Ridge Road	1600	3200	8000	83,200	166,400	416,000
188	Golden Gate Parkway medians from U.S. 41 to Bear's Paw	475	950	2375	24,700	49,400	123,500

			RIGH	IT-OF-W	AYS			
		SPEC	CIALIZED SERV	VICES	TOTAL	NNUAL COST	FOR ALL	
	LOCATION	BLOWER VACUUM SWEEPING			X	SERVICES		SPECIFIC MAINTENANCE
		1 X PER WEEK	1 X PER WEEK	1 X PER WEEK	BLOWER	VACUUM	SWEEPING	
189	Cutlass Lane north ROW from Gordon to 4101 Cutlass Lane	30	60	150	1560	3120	7800	Tall hedges to be maintained at 6'
190	Lantern Lane ROW from Gallson Drive north to property line	40	60	200	2080	4160	10,400	
191	Sandpiper Street west ROW from Curlew Avenue south to bridge	30	60	150	1560	3120	7800	
.92	Oyster Bay sign at Curlew Avenue and Sandpiper Street	15	30	75	780	1560	3900	
193	Royal Harbor Sign at Dolphin Road and Sandpiper Street	15	30	75	780	1560	3900	
94	North-East corner of 5th Avenue South and 9th Street South	75	150	375	3900	7800	19,500	
195	6th Avenue South north 6 south ROW from 8th Street South to 12th Street South to include parking areas	200	400	1000	10,400	20,600	52,000	
.96	12th Avenue South from 2nd Street South to Gulf Shore Boulevard South from sidewalk to street to include parking areas	40	80	900	2080	4160	10,400	
197	Broad Avenue South, south ROW from 9th Street South to 4th Street South from Broad Avenue South to sidewalk (map #4)	169	338	845	8788	17,576	43,940	
98	8th Street South east ROW from 5th Avenue South to alley	15	30	75	780	1560	3900	
199	Outlook Point at 8th Street South and 13th Avenue South	-	-	-	-	-	-	

200	6th Street South west ROW from 5th Avenue South to alley	-	-	-	-	-	-	
201	4th Ave South, small grass areas in parking lot	-	-	-	-	-	-	
202	2nd Avenue North, north & south ROW from 10th Street North to U.S. 41	l	-	-	_	-	-	
203	3rd Avenue North, north 6 south ROW from 10th Street North to U.S. 41	ł	/	(-	(-	
204	4th Avenue North, north 6 south ROW from 10th Street North to U.S. 41	1	1	-	-	(-	
205	4th Avenue North ROW at Palm Circle East and West	1	/	1	-	-	-	
206	5th Avenue North, north 6 south ROW from Goodlette-Frank Road to 14th Street North to include parking areas and planting beds; 5th Avenue North median at Goodlette-Frank Road	150	300	750	7800	15,600	39,000	
207	5th Avenue North, north & south ROW from 10th Street North to U.S. 41	35	70	175	1820	3640	9100	
208	7th Avenue North ROW from Bougainvillea Road East and West at lake	25	50	125	1300	2600	6500	
209	12th Avenue South, north & south ROW from 7th Street South to City Dock to include traffic island and median	65	130	325	3380	6760	16900	
210	14th Street North west ROW from Rordon Avenue to 28th Avenue North at lake	-	1	-	-	-	-	
211	22nd Avenue North - drainage area at 10th Street North	-	-	-	-	-	-	
212	12th Street North ROW from 1184 12th Street North to 674 6th Avenue North	-	-	-	-	-	-	
213	Riviera Drive east ROW from U.S.41 to Riviera Drive	42	84	210	2184	4368	10920	Seagrape hedges to be maintained a not less than 14'

214	Wedge Drive east ROW from Harbor south to alley	35	70	175	1820	3640	9100	Hedges to be maintained at not less than 15'
215	Earbour Bridge - fenced area under bridge	20	40	100	1040	2080	5200	
216	Parkshore Bridge - fenced srea east side under bridge	20	40	100	1040	2080	5200	
217	North Road ROW	-	E	-	()	-	Area under construction
218	Airway Drive south ROW	-	-	-	1	(1	
219	Port Avenue north ROW	-	-	-	-	-	-	

			LIFT	T STATIC	ONS			
		SPEC	IALIZED SER	VICES	TOTAL ANNUAL COST FOR ALL			
	LOCATION	BLOWER	VACUUM	SWEEPING		SERVICES		SPECIFIC MAINTENANCE
		1 X PER WEEK	1 X PER WEEN	1 X PER WEEK	BLOWER	VACUUM	SWEEPING	
220	2136 Snook Drive	8.50	17	42.50	442	884	2210	
221	3425 Tarpon Drive	8.50	17	42.50	442	884	2210	Sentroit.
222	2170 Kingfish Road	8.50	17	42.50	442	884	2210	
223	2800 Curlew Avenue	8.50	17	42.50	442	884	2910	
224	1490 Osprey Avenue	8.50	17	42.50	442	884	2210	
225	1493 Pelican Avenue	8.50	17	42.50	442	884	0166	

	Location	Annual Price
2	33rd Avenue South beach end	\$780.00
3	32nd Avenue South beach end	\$780.00
4	21st Avenue South beach walk	\$780.00
5	19th Avene South beach end	\$1,092.00
6	18th Avene South beach walk	\$1,300.00
7	17th Avenue South beach end	\$1,040.00
8	16th Avenue South beach end	\$780.00
9	15th Avenue South beach end	\$780.00
10	14th Avenue South beach end	\$780.00
11	13th Avenue South beach end	\$780.00
12	12th Avenue South beach end	\$1,040.00
13	Broad Avenue South beach end	\$780.00
14	11th Avenue South beach end	\$780.00
15	10th Avenue South beach end	\$780.00
16	9th Avenue South beach end	\$780.00
17	8th Avenue South beach end (map #9)	\$1,300.00
18	7th Avenue South beach end	\$780.00
19	6th Avenue South beach end	\$780.00

Landscape Maintenance Sites to be Awarded to TLC Lawn Maintenance

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	Location	Annual Price
20	5th Avenue South beach end	\$780.00
21	4th Avenue South beach end	\$780.00
22	3rd Avenue South beach end	\$780.00
23	2nd Avenue South beach end	\$780.00
24	1st Avenue South beach end	\$780.00
25	Central Avenue beach end	\$1,040.00
26	1st Avenue North beach end	\$1,040.00
27	2nd Avenue North beach end	\$1,040.00
28	3rd Avenue North beach end	\$780.00
29	4th Avenue North beach end	\$780.00
30	6th Avenue North beach end	\$1,040.00
31	North Lake Drive beach end	\$1,040.00
32	7th Avenue North beach end	\$780.00
33	8th Avenue North beach end	\$1,040.00
34	Via Miramar	\$2,964.00
35	Veldado Way	\$2,964.00
36	Horizon Way	\$2,964.00
65-a	Cambier Park, from alley to 8th Avenue South and from 8th Street South to Park Street(map #8)	\$15,600.00

Landscape Maintenance Sites to be Awarded to TLC Lawn Maintenance

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	Location	Annual Price
65-b	Cambier Park, from alley to 8th Avenue South and from 8th Street South to Park Street(map #8)	\$10,400.00
66	Bay Road @ Gordon Drive	\$442.00
68	Champney Bay Court cul-de-sac	\$442.00
69	Green Dolphin Lane cul-de-sac	\$936.00
70	Fort Charles Drive, large cul-de- sac @ end	\$1,820.00
75	Galleon Drive cul-de-sac	\$1,144.00
76	Forrest Lane cul-de-sac	\$468.00
77	21st Court South cul-de-sac	\$468.00
78	4th Street South cul-de-sac	\$442.00
79	5th Street South cul-de-sac	\$442.00
80	6th Street South cul-de-sac	\$442.00
81	7th Street South cul-de-sac	\$442.00
82	8th Street South cul-de-sac	\$442.00
140	Green Dolphin Lane traffic island at Fort Charles Drive	\$1,300.00
143	Nelsons Walk traffic island at Rum Row	\$806.00
144	Nelsons Walk traffic island at Binnacle	\$806.00
145	Admiralty Parade, 3 traffic islands	\$2,184.00
149	Marlin Drive median at Sandpiper Street	\$442.00

Landscape Maintenance Sites to be Awarded to TLC Lawn Maintenance

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	Location	Annual Price
156	6th Street medians from 5th Avenue South to 4th Avenue North	\$7,800.00
157	7th Street South medians from 1st Avenue South to 7th Avenue North	\$7,800.00
173	Mooringline Drive medians from U.S.41 to Gulf Shore Boulevard North	\$7,800.00
176	Harbour Drive medians from U.S.41 to Leeward Lane to include traffic islands at Crayton Road	\$7,800.00
177	Harbour Drive traffic island at Wedge Drive	\$1,040.00
179	Park Shore Drive medians from U.S. 41 to bridge	\$4,680.00
185	Seashell Avenue traffic island at Seagate Drive	\$442.00
186	Seahorse Avenue traffic island at Seagate Drive	\$442.00
187	U.S.41 medians from Sandpiper Street to Seagate Drive/Pine Ridge Road	\$83,200.00
188	Golden Gate Parkway medians from U.S. 41 to Bear's Paw	\$24,700.00
189	Cutlass Lane north ROW from Gordon to 4101 Cutlass Lane	\$1,560.00
190	Lantern Lane ROW from Galleon Drive north to property line	\$2,080.00
191	Sandpiper Street west ROW from Curlew Avenue south to bridge	\$1,560.00
192	Oyster Bay sign at Curlew Avenue and Sandpiper Street	\$780.00
196	12th Avenue South from 2nd Street South to Gulf Shore Boulevard South from sidewalk to street to include parking areas	\$2,080.00
198	8th Street South east ROW from 5th Avenue South to alley	\$780.00
213	Riviera Drive east ROW from U.S.41 to Riviera Drive	\$2,184.00
215	Harbour Bridge - fenced area under bridge	\$1,040.00

Landscape Maintenance Sites to be Awarded to TLC Lawn Maintenance

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	Location	Annual Price	
216	Parkshore Bridge - fenced area east side under bridge	\$1,040.00	
		\$235,560.00	

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 <u>and the following must also be stated on the</u> <u>certificate</u>. "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"