

# CITY OF NAPLES, FLORIDA

## AGREEMENT

**Bid/Proposal No. 016-10**

**Contract No.** \_\_\_\_\_

**Project Name Cambridge Perry Park**

THIS AGREEMENT (the "Agreement") is made and entered into this 17 day of March, 2010, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Hannula Landscaping and Irrigation, Inc.**, a Florida corporation , 28131 Quails Nest Lane, Bonita Springs, FL 34135, (the "CONTRACTOR").

### WITNESS:

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

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

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

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

### ARTICLE ONE CONTRACTOR'S RESPONSIBILITY

1.1. The Services to be performed by CONTRACTOR are generally described as create a passive neighborhood park located at 10<sup>th</sup> Street Noroth and 5<sup>th</sup> Avenue North, refered to as Cambridge-Perry Park, and may be more fully described in the Scope of Services, attached as Exhibit A and made a part of this Agreement.

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

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

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

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

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

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

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

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

## **ARTICLE TWO CITY'S RESPONSIBILITIES**

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

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

**Any such modifications or changes ((a) (b) or (c)) shall only be made by or upon the authorization of the CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurement policies.**

2.2. The Project Coordinator shall:

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

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

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

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

**ARTICLE THREE  
TIME**

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and shall be performed and completed by May 15, 2010. Time is of the essence with respect to the performance of this Agreement.

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

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

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

**ARTICLE FOUR  
COMPENSATION**

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services shall not exceed **\$97,474.00** and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **Exhibit B** and made a part of this Agreement.

**ARTICLE FIVE  
MAINTENANCE OF RECORDS**

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

**ARTICLE SIX  
INDEMNIFICATION**

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

**ARTICLE SEVEN  
INSURANCE**

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

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

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

**ARTICLE NINE  
WAIVER OF CLAIMS**

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

**ARTICLE TEN  
TERMINATION OR SUSPENSION**

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

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

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

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

#### **ARTICLE ELEVEN CONFLICT OF INTEREST**

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

#### **ARTICLE TWELVE MODIFICATION**

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

#### **ARTICLE THIRTEEN NOTICES AND ADDRESS OF RECORD**

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

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

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

**Hannula Landscaping and Irrigation, Inc.**  
**28131 Quails Nest Lane**  
**Bonita Springs, FL 34135**  
**Attn: Dale F. Hannula, President**

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

**ARTICLE FOURTEEN  
MISCELLANEOUS**

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

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

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

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

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

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

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

**ARTICLE FIFTEEN  
APPLICABLE LAW**

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

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

ATTEST:

**CITY:**

CITY OF NAPLES, FLORIDA,  
A Municipal Corporation

By: \_\_\_\_\_  
Tara A. Norman, City Clerk

By: \_\_\_\_\_  
A. William Moss, City Manager

Approved as to form  
and legal sufficiency:

By: \_\_\_\_\_  
Robert D. Pritt, City Attorney

**CONTRACTOR:**  
**Hannula Landscaping and Irrigation, Inc.**  
A Florida Corporation

By: \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
Witness

(CORPORATE SEAL)

General Contract (not Architects/Engineers)

## EXHIBIT A

### SCOPE OF SERVICES

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

To provide services for park creation on the vacant City owned parcel located at the south east corner of 10<sup>th</sup> Street – North and 5<sup>th</sup> Avenue in the River Park Community.

### **REQUIREMENTS OF SELECTED CONTRACTOR:**

- A. The contractor is responsible for obtaining and paying for any permits required for this project and to furnish any stamped engineering drawings required for permitting.
- B. A pre-construction meeting with Collier County to review federal requirements is required.
- C. Contractor and subs WILL be reviewed for debarment and suspension issues in both State and Federal databases. Contractor must supply a list of all subs.
- D. **PROJECT REQUIREMENTS COMMUNITY DEVELOPMENT BLOCK GRANT:** The following information is provided to bidders in advance of bidding in order to ensure that contractors bidding on this project fully understand the level of detailed associated with the Federal requirements related to this project's grant funding.
  - 1.) Job-Site Sign Posting: The selected Contractor shall post a 4' by 8' sign (plywood back panel) with letter size appropriate for the sign size and no less than 4-inches at the work site identifying the following: "This project is funded by a Community Development Block Grant in association with the City of Naples, the Housing & Human Services Dept. of Collier County, and the US Dept of Housing & Urban Development. In support of Equal Housing Opportunity."
  - 2.) Approval Process: The low bid approval process will require approval by the granting agency. No work shall be initiated until all contract documents are submitted and the contractor (and subs) are certified as not being debarred.
  - 3.) Bonding Requirements: The Contractor shall comply with the requirements of OMB Circular A-110 (Uniform Administrative Requirement for Federal Grants) and 24 CFR Part 84 in regard to any bid guarantees, performance bonds, and payment
  - 4.) Former Projects: Failure to adequately complete any former CDBG funded project may have caused the construction company disbarment. Disbarred companies are not eligible for work under this contract.
  - 5.) Work Schedule: All work is to be substantially completed within 60 calendar days and final completion in 75 calendar days.
  - 6.) Reports: The Contractor shall submit detailed monthly progress reports to the City outlining the status of specific activities under the project. Each report must account for the total activity for which the Contractor is paid.
  - 7.) Davis-Bacon Act: The Davis-Bacon wage decision for this project is attached to this bid package (Attachment A). For those employee positions listed in the wage decision, the Contractor shall comply with the listed wage determinations for this project. The contractor is responsible for subs Davis Bacon compliance and reporting.



**Additional applicable laws, ordinances, regulations and orders of the State, local and Federal governments, including, but not limited to:**

1. 24 CFR 583, as amended - The regulations governing the Supportive Housing Program.
2. 24 CFR 58 - The regulations prescribing the Environmental Review procedure.
3. Title VI of the 1984 Civil Rights Act, 42 USC § 2000d, *et. seq.*
4. 24 CFR 107 - The regulations issued pursuant to Executive Order 11063 which prohibits discrimination and promotes equal opportunity in housing.
5. Executive Order 11246 ("Equal Employment Opportunity"), as amended by Executive Orders 11375 and 12086 - which establishes hiring goals for minorities and women on projects assisted with federal funds.
6. Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972, 42 USC § 2000e, *et. seq.*
7. 24 CFR 135 – Regulations outlining requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.
8. Age Discrimination Act of 1975.
9. Contract Work Hours and Safety Standards Act, 40 USC 327-332.
10. Section 504 of the Rehabilitation Act of 1973, 29 USC 776(b)(5).
11. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
12. The SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Poisoning Prevention Act found at 24 CFR 583.330(d).
13. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4002), the SUBRECIPIENT shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained. If appropriate, a letter of map amendment (LOMA) may be obtained from FEMA, which would satisfy this requirement and/or reduce the cost of said flood insurance.

14. Executive Order 11914 - Prohibits discrimination with respect to the handicapped in federally assisted projects.
15. Executive Order 11625 and U.S. Department of Housing and Urban Development Circular Letter 79-45 - which prescribes goal percentages for participation of minority businesses in Community Development Block Grant Contracts.
16. Public Law 100-430 - the Fair Housing Amendments Act of 1988.
17. OMB Circular A-133 - concerning annual audits.
18. OMB Circular A-122 - which identifies cost principles.
19. 24 CFR 84 - Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
20. 24 CFR 85- Uniform Administrative Requirements for Grants and Agreements to State and Local Governments.
21. Immigration Reform and Control Act of 1986 as located at 8 USC 1324, *et seq.* and regulations relating thereto. Failure by the SUBRECIPIENT to comply with the laws referenced herein shall constitute a breach of this agreement, and the County shall have the discretion to unilaterally terminate this agreement immediately.
22. Chapter 112, *Florida Statutes*.

City of Naples



## INVITATION FOR BID

CITY OF NAPLES  
PURCHASING DIVISION  
270 RIVERSIDE CIRCLE  
NAPLES, FL 34102

PH: 239-213-7100 FX: 239-213-7105

NOTIFICATION DATE: <b>2/1/10</b>	TITLE: <b>CAMBRIDGE PERRY PARK</b>	NUMBER: <b>016-10</b>	OPENING DATE & TIME: <b>2/26/10 2:00PM</b>
<b>PRE-BID CONFERENCE DATE, TIME AND LOCATION:</b> February 11, 2010 at 9:00 AM in the Purchasing Division, 270 Riverside Circle, Naples Fl. 34102			

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL: <b>Hannula Landscaping And Irrigation, Inc</b>	
MAILING ADDRESS: <b>28131 Quails Nest Lane</b>	
CITY-STATE-ZIP: <b>Bonita Springs, Florida 34135</b>	
PH: <b>239-992-2210</b>	EMAIL: <b>dhannula@hannulalandscaping.com</b>
FX: <b>239-498-6818</b>	WEB ADDRESS: <b>N-A</b>

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

AUTHORIZED SIGNATURE <b>Dale F. Hannula</b>	DATE <b>February 26, 2010</b>	PRINTED NAME/TITLE <b>Dale F. Hannula President</b>
Please initial by all that apply I acknowledge receipt of the following addendum <b>DFH</b> Addendum #1 <b>DFH</b> Addendum #2      _____ Addendum #3      _____ Addendum #4		

### PLEASE NOTE THE FOLLOWING:

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

BID:000-10  
OPENS: 0/00/10

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY
<b>A GENERAL PROJECT ITEMS</b>			
1	Maintenance of Traffic: move flagpole at Mooring Line Dr.	L.S.	1
	<b>GENERAL PROJECT ITEMS SUB-TOTAL</b>		426.00
	<b>GRAND TOTAL FOR GENERAL PROJECT ITEMS</b>		426.00
<b>B SITE DEMOLITION, PREPARATION, AND DISPOSAL</b>			
1	Site preparation, herbicide extg turf area	SF	23,896
2	Rotor tilling, 8" depth	SF	23,896
3	Grading per plan: provide clean fill and grade	CY	1,275
4	Flag pole: remove extg on site, dispose	EA	1
	<b>SITE DEMOLITION, PREPARATION, AND DISPOSAL SUB-TOTAL</b>		16,593.00
	<b>GRAND TOTAL FOR SITE DEMOLITION, PREPARATION ITEMS</b>		16,593.00
<b>C LANDSCAPE INSTALLATION</b>			
Trees			
1	Everglades palm, <i>Acoelorrhaphe wrightii</i> 10'-12' Ht., min 7 canes, full, Fla. #1 or better	EA.	1
2	Reclining date palm, <i>Phoenix reclinata</i> 10'-12' Ht., min 7 canes, full, Fla. #1 or better	EA.	1
3	Pygmy date palm (triple), <i>Phoenix roebelinii</i> 5'-6' ht, triple, full, Fla. #1 or better	EA.	4
4	Montgomery palm, <i>Veitchia montgomeryana</i> 10' ht, single, FL #1 or better	EA.	12
5	Black olive, <i>Bucida buceras 'Shady Lady'</i> 10'-12' ht, 25 gallon, full, Fla. #1 or better	EA.	9
6	Royal poinciana, <i>Delonix regia</i> 25 gallon, 10'-12' ht, full, Fla. #1 or better	EA.	1
7	Golden rain tree, <i>Koelreuteria elegans</i> 10'-12' ht, 25 gallon, full, Fla. #1 or better	EA.	3

BID:000-10

8	Live oak, <i>Quercus virginiana</i> 10'-12' ht, 25 gallon, full, Fla. #1 or better	EA.	3
<b>Shrubs</b>			
9	Cocoplum, <i>Chrysobalanus icaco</i> 'red tip' 3 gallon, full, 2.5' oc, Fla. #1 or better	EA.	57
10	Horizontal cocoplum, <i>Chrysobalanus icaco</i> 'horizontalis' 3 gallon, full, 4' oc, Fla. #1 or better	EA.	29
11	Dwarf bougainvillea, <i>Bougainvillea</i> 'Helen Johnson' 3 gallon, full, 3' oc, Fla. #1 or better	EA.	128
12	Crown of thorns, <i>Euphorbia millii</i> 'Rosy' 1 gallon, full, 3' oc, Fla. #1 or better	EA.	32
13	Blueberry flax lily, <i>Dianella tasmanica</i> 'Blueberry' 1 gallon, full, 3' oc, Fla. #1 or better	EA.	105
14	Dwarf firebush, <i>Hamelia nodosa</i> 3 gallon, full, 3' oc, Fla. #1 or better	EA.	117
15	Crown grass, <i>Paspalum quadrifarium</i> 1 gallon, full, Fla. #1 or better	EA.	123
16	Muhly grass, <i>Muhlenbergia cappalaris</i> 1 gallon, full, Fla. #1 or better	EA.	75
<b>Groundcovers</b>			
17	Asiatic jasmine, <i>Trachelospermum asiaticum</i> 1 gallon, 3' oc, full, Fla. #1 or better	EA.	20
18	Boston fern, <i>Nephrolepis exaltata</i> 1 gallon, 3' oc, full, Fla. #1 or better	EA.	74
19	Parson's juniper, <i>Juniperus chinensis</i> 'parsonii' 3 gallon, full, 3' oc, Fla. #1 or better	EA.	139
20	Spider lily, <i>Hymenocallis latifolia</i> 1 gallon, full, 3' oc, Fla. #1 or better	EA.	65
<b>Turf</b>			
21	St. Augustine, <i>Stenotaphrum secundatum</i> 'Floritam' Solid sod, 12"x24"x2", placed and rolled	SF	12,097
<b>Placed Materials</b>			
22	Mulch: shredded cypress Grade B or approved equal 2" settled depth, plant beds	C.Y.	80
23	Fertilizer (12-6-8, 1/3 slow release nitrogen)	LB	200

BID:000-10  
OPENS: 0/00/10

24	Paver walkways, sand set, per details	SF	3,252
25	6' Bench, DuMor bench 94-60, green to match exstg on 10th Street	EA.	4
26	Bike rack, DuMor two loop 130-20, green to match exstg on 10th Street	EA.	2
27	Post light fixtures, Lumec, green to match exstg on 10th Street, incl. wiring, service, permits etc	EA.	2
28	Sign uplight, Kim Lighting CFL1 50W compact fluorescent, wide flood, stanchion mount, incl. wiring, service, permits etc	EA.	1
29	Flagpole uplight, Kim Lighting CFL6, 50W compact fluorescent, narrow spot, stanchion mount, incl. wiring, service, permits etc	EA.	1
30	Pondless water feature, custom rock work (allowance)	EA.	1
31	Park sign (per City)	EA.	1
D	<u>LANDSCAPE INSTALLATION SUB-TOTAL</u>		74,081.00
	<u>GRAND TOTAL FOR LANDSCAPE</u>		74,081.00
✓ E	<u>IRRIGATION MODIFICATIONS</u>		
1	Irrigation improvements	EA.	1
	<u>IRRIGATION MODIFICATIONS</u>		20,050.00
E	<u>GRAND TOTAL FOR IRRIGATION</u>		20,050.00
	<u>PROJECT GRAND TOTAL</u>		93,150.00
F	<u>OPTIONAL ITEMS</u>		
1	DuMor Game Table 78-34PL, 4 seat, cedar recycled plastic, embed mt.	EA.	1
2	Trash receptacle, DuMor 17-22, green to match exstg on 10th Street	EA.	2
	<u>GRAND TOTAL FOR OPTIONAL ITEMS</u>		4324.00

BID:000-10  
OPENS: 0/00/10

8. PROPOSED PRICE PER PROJECT ITEM:

Irrigation elements	\$ 20,050.00	
Lighting elements	9,964.00	
Landscaping elements	34,040.00	
Structural elements	7,031.00	
Hard Surface/Paver elements	12,065.00	
<u>Addendum #2 Allowance Waterfall</u>	<u>10,000.00</u>	Total w/o options \$ 93,150.00
<u>option #1 Game Table</u>	<u>1,318.00</u>	
<u>option #2 Trash Receptacles</u>	<u>3,006.00</u>	Total w/options 97,474.00

9. TOTAL BASE PRICE NOT TO EXCEED: \$104,000.00

10. **WORK WILL BE COMPLETED AND INVOICED WITHIN PROPOSED PROJECT TIMELINE:**

YES  NO \_\_\_\_\_ (IF NO, PLEASE EXPLAIN)

\_\_\_\_\_  
\_\_\_\_\_

License Information: Florida State; Landscaper - 12870 Comp. 34325C Type; 12870 18618 Number;  
4/30/09 Issue Date; 9/30/09 Exp; 9/30/10 Landscaper  
4/30/09 9/30/10 Landscaper

By  February 26, 2010  
 Dale F. Hansen Date

END OF EXHIBIT A

EXHIBIT B

BASIS OF COMPENSATION

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

SEE EXHIBIT A

END OF EXHIBIT B

Rev. 8/13/08



## EXHIBIT C

### GENERAL INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

Thirty (30) days cancellation notice required.

The Certificate must state the bid number and title.

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

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

## EXHIBIT D

### CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned, is the \_\_\_\_\_ of Hannula Landscaping and Irrigation, Inc. (“the CONTRACTOR”), and hereby certifies to the following:

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

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

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

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

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

By: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
NOTARY PUBLIC - STATE

OF \_\_\_\_\_

Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(Notary Seal)