

RENEWAL OF AGREEMENT

THIS RENEWAL is made and entered into this 26th day of June, 2012 by and between the City of Naples and **A Personal Touch Lawn Service, Inc.**

WHEREAS, the City and the Contractor entered into that certain Agreement to **provide Citywide Landscape maintenance** for the City of Naples; and

WHEREAS, the parties desire to extend the Original Agreement so that the Contractor will provide said services for an additional year with no price increase; in the amount not-to-exceed \$560,300.00 annually; and

WHEREAS, the City Manager is authorized by City Council pursuant to Section 2-667 (5) (e), Naples City Code, to extend this Agreement;

NOW, THEREFORE, it is hereby acknowledged and agreed that the Original Agreement is hereby extended **through September 30, 2013**, with no more renewals available.

WHEREAS, the City and the Contractor have caused this Amendment to be duly executed by their duly authorized officers.

CITY OF NAPLES, FLORIDA

A Personal Touch Lawn Service, Inc.

By: 

By: 

A. William Moss
City Manager

Name: Nick Pezan
Title: FRES/DOWNER



Memo

Finance Department

Accounting • Customer Service • Purchasing

TO: David Lykins, Community Services Director
FROM: John M Dunnuck III, Purchasing Manager
DATE: June 25, 2012
SUBJECT: Renewal of Contract

The following annual contract has the option of one more renewal, based on the mutual agreement of both parties. Please indicate whether or not you wish to have this contract renewed by circling yes or no below.

A Personal Touch Bid 035-10

YES

NO

Landscape Maintenance – Tracking # 10-00027

Final Renewal 10/01/2012 through 09/30/2013

Approved: _____


Department Head

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 begin October 1, 2010 through September 30, 2011 with the city's option to renew for two additional one-year periods. 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 **\$560,300.00** 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.