

CITY OF NAPLES, FLORIDA

AGREEMENT

Bid/Proposal No. 035-10

Contract No. _____

Project Name City-wide Landscape Maintenance

THIS AGREEMENT (the "Agreement") is made and entered into this 15 day of September, 2010, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and A Personal Touch Lawn Service, Inc., a Florida corporation, **210 31st Street SW, Naples, FL 34117**, (the "CONTRACTOR").

WITNES:

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 landscape maintenance services for public parks, medians, traffic islands, cul-de-sacs and select rights-of-way, 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 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.

**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:

A Personal Touch Lawn Service, Inc.
210 31st Street SW
Naples, FL 34117
Attn: Nick Pezan, 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:
A Personal Touch Lawn Service, 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.



INVITATION TO BID
CITY OF NAPLES
PURCHASING DIVISION
CITY HALL, 735 8TH STREET SOUTH
NAPLES, FL 34102
PH: 239-213-7101 FX: 239-213-7105

MAILING DATE: 06/10/10	TITLE: LANDSCAPE MAINTENANCE	NUMBER: 035-10	OPENING DATE & TIME: 07/08/10 2:00 PM
PRE-BID DATE, TIME AND LOCATION: Non-Mandatory Pre-Bid on Monday, June 21, 2010, at 10:00 a.m. in the Purchasing Conference Room, City Hall 735 8 th St South, Naples, FL 34102 (1 st floor)			

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL: A Personal Touch Lawn Service Inc	
MAILING ADDRESS: 210 31st SW #	
CITY-STATE-ZIP: Naples FL 34117	
PH: 813 317 1237	EMAIL: N.Pezan@yahoo.com
FX:	WEB ADDRESS:

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 	DATE	PRINTED NAME/TITLE Nick Pezan Pres/owner
Please initial by all that apply I acknowledge receipt of the following addendum		
<input checked="" type="checkbox"/> Addendum #1	<input type="checkbox"/> Addendum #2	<input type="checkbox"/> Addendum #3
<input type="checkbox"/> 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.

SCOPE OF SERVICES

Furnish all labor, tools and materials necessary to perform the work described hereafter. Only those facets of maintenance requested would be performed by the contractor, the City of Naples Parks and Parkways Division will perform all other maintenance.

CONTRACTORS EQUIPMENT

All vehicles and equipment must be maintained in good repair, appearance and sanitary condition at all times. Vehicles must be identified with the name of the company and phone number clearly visible. In addition, the contractor will be responsible for using the necessary safety equipment according to State DOT standards while working on City, County, or State roads as a sub-contractor of the City.

1. All leaf blowers are to be the quietest on the market, not to exceed 70dB.
2. Lawn mowers will have mulching decks with plugs.

DISPOSAL OF DEBRIS

The contractor shall dispose of all debris and other materials gathered from the described work in compliance with City and County Laws.

SCHEDULING OF WORK

All work will be performed from Monday to Friday between the hours of 7:00am to 7:00pm and Saturday between the hours of 8:00am to 7:00pm unless prior approval has been obtained from the Contract Manager.

Work deficiencies pointed out and problems must be corrected by the contractor within one working days of notification by the Contract Manager.

The contractor shall provide schedules for all work performed at least one week prior to contract commencement. The City will have the right to alter said schedules due to events or projects that may conflict or require immediate attention.

PAYMENT REQUESTS, INVOICES AND WORK REPORTS

Payment requests shall be submitted at month's end for work preformed that month; payments to the Contract will be made once per month upon receipt of invoice.

Work reports will be submitted to the Contract Manager as requested on Monday following the previous weeks' scheduled maintenance.

NON-PERFORMANCE

The City reserves the right to cancel the contract with a seven (7) day notice should the Contractor fail to perform up to the requirements and standards identified in the specifications. The City may withhold part or all payments due to the Contractor until work deficiencies are corrected.

POST-STORM RESPONSE

Post-storm response time shall be twenty-four (24) hours. If given direction to do post-storm cleanup, the response must be within this timeframe. Any exceptions will be through the approval of the Contract Manager.

REJECTING DEFECTIVE WORK

The Contract Manager will have the authority to disapprove or reject work, which he believes to be unacceptable work and not in accordance with Contract Documents. Parks & Parkways Superintendent will be the final interpreter of the requirements of the Contract Documents and judge of the acceptability of the work performed. City will notify the contractor, in writing, of unacceptable work. If work has been rejected, contractor shall correct all defective work within one working day and bear all costs to correct the defective work. The contractor will contact the Contract Manager to advise when staff will be on site to correct the rejected work. If the contractor fails within one working days after written notice to correct the defective work, or if the contractor fails to perform the work in accordance with the Contract Documents, the City will withhold payment due to the Contractor for the portion of service not rendered. Should unacceptable or incomplete site service continue, termination of contractor will be requested.

PROTECTION OF PUBLIC AND PRIVATE PROPERTY

1. Contractor shall assume full responsibility for any damage to any property including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities, resulting from the performance of the work.
2. The contractor upon receipt of written notice to discontinue such practice shall immediately discontinue any practice obviously hazardous in the opinion of the Contract Manager. The contractor shall comply with all OSHA and other Federal and State safety standards.
3. Blocking of the public street, except under extreme emergency conditions, shall not be permitted unless prior arrangements have been made with the Contract Manager and the City Police and Fire Departments and other agencies having jurisdiction over the street to be closed.

PROTECTION OF OVERHEAD UTILITIES

The operations will be conducted in many areas where overhead electric, telephone, and cable television facilities exist. The contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage has occurred, and shall be responsible for all claims for damage due to his operations. The contractor shall make arrangements with the utility for the removal of necessary limbs and branches, which may conflict with, or create a personal injury hazard. Delays encountered by the contractor in waiting for the utility to complete its work shall not be the responsibility of the contractor.

PROTECTION OF UNDERGROUND UTILITIES

The Contractor will be responsible for following the Florida Underground Facility Damage Prevention & Safety Act (556), OSHA Standard 1926.651, Florida Trench and Safety Act (Chapter 90-96) and obtaining utility locations by calling Sunshine State One-Call of Florida Inc. at 1-800-432-4700. Contractor shall have full responsibility for reviewing and checking all information and data for locating all underground facilities.

TRAFFIC CONTROL

1. Contractor will be required to furnish traffic control and/or barricades as needed or as required by the State of Florida. Barricading and detouring of the traffic shall be accomplished in conformance with the State of Florida Manual of Uniform Traffic Control Devices for Highway Construction and Maintenance Operations, latest edition. A flagman is required when two-way traffic is obstructed by the removal operation.
2. Contractor will be responsible for adequate barricades, warning devices, and the necessary safety equipment according to State DOT standards while working on City, County or State roads as a sub-Contractor of the City.

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]:

Service Requested	Special Requirements	Required Service Day	Site #	Type	Location	Weekly Trimming	Trimming Every 4-6 Weeks	Company
Beach End Services	To include mowing/edging from Gordon to beach dune	Monday	1	Beach end	3600 beach end, to include grass area from Gordon to beach	\$ 33.00	\$ 32.00	A Personal Touch
Beach End Services		Monday	4	Beach end	21st Avenue South beach walk	\$ 20.00	\$ 19.00	A Personal Touch
Beach End Services	Ficus hedge to be maintained at 12 feet and below power line	Monday	5	Beach end	19th Avenue South beach walk	\$ 40.00	\$ 39.00	A Personal Touch
Beach End Services		Monday	12	Beach end	Naples Pier - 12th Avenue South beach end to include north and south right-of way to Gulfshore Blvd South	\$ 25.00	\$ 24.00	A Personal Touch
Beach End Services		Monday	13	Beach end	Broad Avenue South beach end	\$ 16.00	\$ 15.00	A Personal Touch
Beach End Services		Monday	19	Beach end	6th Avenue South beach end	\$ 16.00	\$ 15.00	A Personal Touch
Beach End Services		Monday	33	Beach end	8th Avenue North beach end	\$ 22.00	\$ 21.00	A Personal Touch
Beach End Services	North and South hedges to be maintained at 12 feet	Monday	34	Beach end	Via Miramar	\$ 60.00	\$ 59.00	A Personal Touch
Beach End Services	North and South hedges to be maintained at 12 feet	Monday	35	Beach end	Veldado Way	\$ 60.00	\$ 59.00	A Personal Touch
Beach End Services	North and South hedges to be maintained at 12 feet	Monday	36	Beach end	Horizon Way	\$ 60.00	\$ 59.00	A Personal Touch
Specialized Services			38	Median / Traffic Island	Cove Lane median, off Gordon Drive	\$ 36.00	\$ 35.00	A Personal Touch
Specialized Services	Hedge to be maintained at 6 feet		39	Row	Cutlass Lane north ROW from Gordon to 4101 Cutlass Lane	\$ 33.00	\$ 32.00	A Personal Touch
Specialized Services			40	Cul-de-sac	Cutlass Lane cul-de-sac	\$ 16.00	\$ 15.00	A Personal Touch
Specialized Services	Ixora at Gin Lane to be maintained at 24 inches		42	Median / Traffic Island	Kingstown Drive medians from Gordon Drive to Rum Row	\$ 75.00	\$ 74.00	A Personal Touch

Service Requested	Special Requirements	Required Service Day	Site #	Type	Location	Weekly Trimming	Trimming Every 4-6 Weeks	Company
Specialized Services			43	Median / Traffic Island	Green Dolphin Lane traffic island at Fort Charles Drive	\$ 17.00	\$ 16.50	A Personal Touch
Specialized Services			44	Cul-de-sac	Green Dolphin Lane cul-de-sac	\$ 17.00	\$ 16.00	A Personal Touch
Specialized Services			45	Cul-de-sac	Fort Charles Drive cul-de-sac	\$ 33.00	\$ 32.00	A Personal Touch
Specialized Services			46	Median / Traffic Island	Captains Place median, off Kingstown Drive	\$ 33.00	\$ 32.00	A Personal Touch
Specialized Services			47	Cul-de-sac	Gin Lane cul-de-sac	\$ 17.00	\$ 16.00	A Personal Touch
Specialized Services			48	Median / Traffic Island	Nelsons Walk traffic island at Rum Row	\$ 17.00	\$ 16.00	A Personal Touch
Specialized Services			49	Median / Traffic Island	Nelsons Walk traffic island at Binnacle	\$ 17.00	\$ 16.00	A Personal Touch
Specialized Services			50	Cul-de-sac	Nelson's Walk cul-de-sac	\$ 17.00	\$ 16.00	A Personal Touch
Specialized Services			51	Cul-de-sac	Binnacle cul-de-sac	\$ 17.00	\$ 16.00	A Personal Touch
Specialized Services			52	Median / Traffic Island	Admiralty Parade, 3 traffic islands	\$ 45.00	\$ 44.00	A Personal Touch
Specialized Services			53	Median / Traffic Island	Treasure Lane traffic island at Kingstown Drive	\$ 17.00	\$ 16.00	A Personal Touch
Specialized Services			54	Median / Traffic Island	Galleon Drive at Spyglass Lane, 4 traffic islands (map #29)	\$ 57.00	\$ 56.00	A Personal Touch
Specialized Services			55	Cul-de-sac	Spyglass Lane cul-de-sac	\$ 17.00	\$ 16.00	A Personal Touch
Specialized Services			56	Cul-de-sac	Galleon Drive cul-de-sac	\$ 17.00	\$ 16.00	A Personal Touch
Specialized Services	Hedge to be maintained at 12 feet		57	Row	Lantern Lane from Galleon Drive north to property line, than east to property line	\$ 178.00	\$ 158.00	A Personal Touch
Specialized Services	Jatropha and Mexican petunia at North and South ends of park to be maintained at 24 inches		60	Parks/Public Areas	Riley Park on Gordon Drive from 18th Ave S to 21st Ave S	\$ 55.00	\$ 54.00	A Personal Touch
Specialized Services			66	Cul-de-sac	17th Avenue South (Aqua Circle) cul-de-sac	\$ 17.00	\$ 16.00	A Personal Touch

Service Requested	Special Requirements	Required Service Day	Site #	Type	Location	Weekly Trimming	Trimming Every 4-6 Weeks	Company
Specialized Services		Monday	68	Row	12th Avenue South from 2nd Street South to Gulf Shore Boulevard South from sidewalk to street to include parking areas	\$ 33.00	\$ 32.00	A Personal Touch
Specialized Services	Includes buffer along alley	Monday	69	Parks/ Public Areas	Naples Pier Parking Lot at 12th Avenue South	\$ 35.00	\$ 34.00	A Personal Touch
Specialized Services		Monday	70	Row	Gulf Shore Boulevard South north-west ROW at 12th Avenue South	\$ 33.00	\$ 32.00	A Personal Touch
Specialized Services			71	Median / Traffic Island	Broad Avenue South median from beachend to 2nd Street South	\$ 33.00	\$ 32.00	A Personal Touch
Specialized Services	Plants to be trimmed to keep out of water feature		73	Parks/ Public Areas	Rogers Park at 1106 3rd Street South	\$ 55.00	\$ 54.00	A Personal Touch
Specialized Services			74	Row	Broad Avenue South, south ROW from 9th Street South to 4th Street South from Broad Avenue South to sidewalk	\$ 182.00	\$ 162.00	A Personal Touch
Specialized Services			75	Row	12th Avenue South, north & south ROW from 7th Street South to City Dock to include traffic island and median	\$ 55.00	\$ 54.00	A Personal Touch
Specialized Services	To include trimming of mangroves		76	Row	Outlook Point at 8th Street South and 13th Avenue South	\$ 33.00	\$ 32.00	A Personal Touch
Specialized Services			78	Parks/ Public Areas	Coconut Point Park at 10th Avenue South	\$ 40.00	\$ 39.00	A Personal Touch
Specialized Services	Hedge along alley to be maintained at 4 feet	Thursday	79	Parks/ Public Areas	City Hall and Fire Station #1 at 735 8th Street South, to include parking area at 8th Street South and 8th Avenue South	\$ 120.00	\$ 119.00	A Personal Touch
Specialized Services	To include trimming of vines on trellis at Norris Center	Monday	80	Parks/ Public Areas	Cambier Park, from alley to 8th Avenue South and from 8th Street South to Park Street	\$ 525.00	\$ 505.00	A Personal Touch
Specialized Services	To include trimming of vines on exterior		81	Parks/ Public Areas	Parking Garage at 8th St S and 6th Ave S	\$ 65.00	\$ 64.00	A Personal Touch

Service Requested	Special Requirements	Required Service Day	Site #	Type	Location	Weekly Trimming	Trimming Every 4-6 Weeks	Company
Specialized Services			82	Row	6th Avenue South north & south ROW from 8th Street South to 12th Street South to include parking areas	\$ 148.00	\$ 128.00	A Personal Touch
Specialized Services			83	Median / Traffic Island	5th Avenue South Parkway medians from 8th Street South to 10th Street South	\$ 33.00	\$ 32.00	A Personal Touch
Specialized Services			84	Row	North-East corner of 5th Avenue South and 9th Street South	\$ 33.00	\$ 32.00	A Personal Touch
Specialized Services	To include trimming of vines on exterior		85	Parks/ Public Areas	Sugden Theater/Parking Garage at 8th St S and 4th Ave S	\$ 65.00	\$ 64.00	A Personal Touch
Specialized Services			86	Parks/ Public Areas	Spring Lake Outlook behind 500 5th Avenue S	\$ 85.00	\$ 84.00	A Personal Touch
Specialized Services			87	Row	4th Ave South, small grass areas in parking lot	\$ 33.00	\$ 32.00	A Personal Touch
Specialized Services			89	Median / Traffic Island	6th Street medians from 5th Avenue South to 4th Avenue North	\$ 55.00	\$ 54.00	A Personal Touch
Specialized Services			90	Median / Traffic Island	7th Street South medians from 1st Avenue South to 7th Avenue North	\$ 148.00	\$ 128.00	A Personal Touch
Specialized Services			91	Median / Traffic Island	Central Avenue medians from 6th Street South to Gulf Shore Boulevard	\$ 148.00	\$ 128.00	A Personal Touch
Specialized Services			92	Median / Traffic Island	Palm Circle East and West, 5 traffic islands	\$ 175.00	\$ 155.00	A Personal Touch
Specialized Services			93	Row	4th Avenue North ROW at Palm Circle East and West	\$ 91.00	\$ 90.00	A Personal Touch
Specialized Services			94	Parks/ Public Areas	Alligator Lake East Mini-park	\$ 33.00	\$ 32.00	A Personal Touch
Specialized Services			95	Parks/ Public Areas	Alligator Lake West Mini-park	\$ 33.00	\$ 32.00	A Personal Touch
Specialized Services			97	Row	7th Avenue North ROW from Bougainvillea Road East and West at lake	\$ 33.00	\$ 32.00	A Personal Touch
Specialized Services			98	Median / Traffic Island	Gulf Shore Boulevard North medians from traffic island at Oleander Drive to bridge	\$ 168.00	\$ 148.00	A Personal Touch

Service Requested	Special Requirements	Required Service Day	Site #	Type	Location	Weekly Trimming	Trimming Every 4-6 Weeks	Company
Specialized Services	Seagrape hedge on South side to be maintained at 12 feet	Monday	99	Parks/ Public Areas	Lowdermilk Park at 1301 Gulf Shore Boulevard North	\$ 355.00	\$ 335.00	A Personal Touch
Specialized Services			100	Median / Traffic Island	Banyan Boulevard medians from U.S.41 to Gulf Shore Boulevard North to include traffic islands at Crayton Road	\$ 148.00	\$ 128.00	A Personal Touch
Specialized Services	Hedge to be maintained at 12 feet		104	Parks/ Public Areas	Orchid Linear Park, from Chevron Station south to Banyan Boulevard	\$ 325.00	\$ 305.00	A Personal Touch
Specialized Services			108	Median / Traffic Island	Mooringline Drive medians from U.S.41 to Gulf Shore Boulevard North	\$ 148.00	\$ 128.00	A Personal Touch
Specialized Services			111	Parks/ Public Areas	Bowline Bend Park at Bowline Drive and Bowline Bend	\$ 60.00	\$ 59.00	A Personal Touch
Specialized Services			116	Row	Harbour Bridge - fenced area under bridge	\$ 9.00	\$ 8.50	A Personal Touch
Specialized Services			117	Median / Traffic Island	Harbour Drive medians from U.S.41 to Leeward Lane to include traffic islands at Crayton Road	\$ 148.00	\$ 128.00	A Personal Touch
Specialized Services	Hedge to be maintained at 15 feet		119	Row	Wedge Drive east ROW from Harbor south to alley	\$ 100.00	\$ 99.00	A Personal Touch
Specialized Services	Seagrape hedge to be maintained at 14 feet		120	Row	Riviera Drive east ROW from U.S.41 to Riviera Drive	\$ 148.00	\$ 128.00	A Personal Touch
Specialized Services	Hedge to be maintained at 12 feet		146	Parks/ Public Areas	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	\$ 439.00	\$ 419.00	A Personal Touch
Specialized Services			152	Median / Traffic Island	U.S.41 medians from Sandpiper Street to Seagate Drive/Pine Ridge Road	\$ 1,550.00	\$ 1,500.00	A Personal Touch
Specialized Services		Monday	153	Parks/ Public Areas	Sandpiper Park East and West at Sandpiper Street and U.S. 41	\$ 125.00	\$ 105.00	A Personal Touch
Specialized Services			159	Row	Sandpiper Street west ROW from Curlew Avenue south to Blue Point	\$ 33.00	\$ 32.00	A Personal Touch

Service Requested	Special Requirements	Required Service Day	Site #	Type	Location	Weekly Trimming	Trimming Every 4-6 Weeks	Company
Specialized Services			160	Median / Traffic Island	Blue Point at Sandpiper Street	\$ 33.00	\$ 32.00	A Personal Touch
Specialized Services			174	Median / Traffic Island	Marlin Drive traffic island	\$ 33.00	\$ 32.00	A Personal Touch
Specialized Services			188	Median / Traffic Island	Sheephead Street traffic island at Sandpiper Street	\$ 33.00	\$ 32.00	A Personal Touch
Specialized Services			190	Row	2nd Avenue North, north & south ROW from 10th Street North to U.S. 41	\$ 33.00	\$ 32.00	A Personal Touch
Specialized Services		Monday	192	Parks/ Public Areas	River Park Passive Area at 1098 3rd Ave North	\$ 33.00	\$ 32.00	A Personal Touch
Specialized Services		Monday	193	Parks/ Public Areas	River Park Community Center @ 301 11th Street North to include parking area corner of 11th Street North and 3rd Avenue North	\$ 225.00	\$ 205.00	A Personal Touch
Specialized Services			194	Row	3rd Avenue North, north & south ROW from 10th Street North to U.S. 41	\$ 33.00	\$ 32.00	A Personal Touch
Specialized Services			195	Row	4th Avenue North, north & south ROW from 10th Street North to U.S. 41	\$ 33.00	\$ 32.00	A Personal Touch
Specialized Services			196	Row	5th Avenue North, north & south ROW from 10th Street North to U.S. 41	\$ 33.00	\$ 32.00	A Personal Touch
Specialized Services			197	Parks/ Public Areas	Cambridge-Perry Park	\$ 45.00	\$ 44.00	A Personal Touch
Specialized Services			198	Row	5th Avenue North, north & south ROW from 11th St N to 10th Street North	\$ 33.00	\$ 32.00	A Personal Touch
Specialized Services			199	Row	5th Avenue North, north & south ROW from Goodlette-Frank Road to 14th Street North to include 5th Avenue North median at Goodlette-Frank Road	\$ 125.00	\$ 105.00	A Personal Touch
Specialized Services		Monday	200	Parks/ Public Areas	13th Street North Mini-park at 514 13th Street North	\$ 33.00	\$ 32.00	A Personal Touch

Service Requested	Special Requirements	Required Service Day	Site #	Type	Location	Weekly Trimming	Trimming Every 4-6 Weeks	Company
Specialized Services			201	Parks/ Public Areas	Anthony Park at 1500 5th Avenue North	\$ 223.00	\$ 203.00	A Personal Touch
Specialized Services			202	Row	10th Street ROW and medians from US 41 to 6th Ave North	\$ 225.00	\$ 205.00	A Personal Touch
Specialized Services			203	Row	12th Street North ROW from 1184 12th Street North to 674 6th Avenue North	\$ 55.00	\$ 54.00	A Personal Touch
Specialized Services			204	Parks/ Public Areas	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	\$ 60.00	\$ 59.00	A Personal Touch
Specialized Services			210	Parks/ Public Areas	Naples Preserve at 1690 Tamiami Trail North common area around building and ROW's on north, east and south side of property	\$ 160.00	\$ 159.00	A Personal Touch
Specialized Services			212	Median / Traffic Island	Goodlette-Frank Road medians from U.S. 41 to Golden Gate Parkway	\$ 255.00	\$ 235.00	A Personal Touch
Specialized Services			213	Parks/ Public Areas	Goodlette Linear Park on Goodlette Rd, west ROW from 14th Ave N. to south park boundary	\$ 275.00	\$ 255.00	A Personal Touch
Specialized Services			214	Row	22nd Avenue North - drainage area at 10th Street North	\$ 33.00	\$ 32.00	A Personal Touch
Specialized Services	Ficus hedges to be maintained at 12 feet		215	Parks/ Public Areas	Fire Station #2 at 26th Avenue North and 10th Street North	\$ 65.00	\$ 64.00	A Personal Touch
Specialized Services			220	Row	14th Street North west ROW from Rordon Avenue to 28th Avenue North at lake	\$ 55.00	\$ 54.00	A Personal Touch
Specialized Services			222	Row	Golden Gate Parkway north ROW from Estuary to Goodlette Road	\$ 225.00	\$ 205.00	A Personal Touch
Specialized Services			223	Median / Traffic Island	Golden Gate Parkway medians from U.S. 41 to Airport Road	\$ 233.00	\$ 215.00	A Personal Touch
Specialized Services			225	Row	Port Avenue north ROW	\$ 33.00	\$ 32.00	A Personal Touch

Service Requested	Special Requirements	Required Service Day	Site #	Type	Location	Weekly Trimming	Trimming Every 4-6 Weeks	Company
Specialized Services	Awabuki hedge on Goodlette from Central to 3rd to be maintained at 12 feet; Ficus hedges at North and South to be maintained at 10 feet		227	Parks/ Public Areas	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.	\$ 975.00	\$ 955.00	A Personal Touch
						\$ 10,775.00	Weekly Total	
						\$ 560,300.00	Annual Total	
						98	Sites	

END OF EXHIBIT B

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
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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 **A Personal Touch Lawn Service, 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 of other identifying number.

Print Name:

NOTARY PUBLIC - STATE
OF _____

Commission Number: _____

My Commission Expires: _____

(Notary Seal)