

**CITY OF NAPLES, FLORIDA
AGREEMENT
(PROFESSIONAL SERVICES)**

Bid/Proposal No. **N/A: Bid Waiver – Vendor of Choice**
Clerk Tracking No. 14-00043
Project Name: **Cambier Park Play Structure Renovation**

THIS AGREEMENT (the "Agreement") is made and entered into this **16th day of April, 2014**, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Leathers & Associates, Incorporated**, a **New York Corporation**, located at: **725 North A1A, Unit E201; Jupiter, Florida 33477** (the "CONTRACTOR").

WITNESSETH:

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 professional services that will be required for the Project.

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

**ARTICLE ONE
CONTRACTOR'S RESPONSIBILITY**

1.1. The Services to be performed by CONTRACTOR are generally described as **Cambier Park Play Structure Renovation** 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 professional services to be provided and performed by the CONTRACTOR pursuant to this Agreement.

1.3. The CONTRACTOR agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ 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 professional 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 professional services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of professional 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 professional 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 professional 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 **September 30, 2014**. 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 \$250,000.00** and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **EXHIBIT A** and made a part of this Agreement. Note there is no Exhibit B.

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:

Leathers & Associates, Incorporated
725 North A1A; Unit E201
Jupiter, Florida 33477
Attention: **Marc Leathers**, President
FEI/EIN Number: 16-1427912 (State: NY)

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.

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: Patricia L. Rambosk
Patricia L. Rambosk, City Clerk

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

Approved as to form
and legal sufficiency:

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

CONTRACTOR:

Leathers & Associates, Incorporated
725 North A1A; Unit E201
Jupiter, Florida 33477
Attention: **Marc Leathers**, President
FEI/EIN Number: 16-1427912 (State: NY)
A New York Corporation

By: Marc Leathers

Its: OWNER

Hyle Cundy
Witness
Hyle Cundy
Printed Witness Name

(CORPORATE SEAL)



General Contract (not Architects/Engineers)

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services to be provided under this Agreement is those set out in Exhibit A, which is attached and made a part of this Agreement.

END OF EXHIBIT A



Scope of Services and Proposal for Cambier Park Playground
Naples, FL

Leathers & Associates, Inc. 727 N. A1A Jupiter, FL 33477 DATE: 3/5/14	Jed Secory City of Naples, Purchasing Manager 735 8th Street South; Naples, FL 34102 Cambier park playground
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READ THIS ENTIRE PROPOSAL CAREFULLY. IT CONTAINS IMPORTANT INFORMATION FOR YOUR PROJECT.

This is a lump sum contract between city of Naples, FL (Client) and Leathers & Associates, Inc. (L&A) for design services and construction services to renovate the One-of-A-Kind Cambier park playground originally designed by L&A.

This proposal constitutes an estimate of the work our office will provide for your project and the associated fees. The fees described in this proposal assume that we are providing standard design services based on the original design by Leathers & Associates, Inc. The fees outlined here will vary only if additional work is requested or required. Any modifications to this proposal will be handled through written change orders.

The construction phase will not change except by mutual agreement between Leathers & Associates and the city.

The following pages contain an outline of the scope of work, associated responsibilities and cost. This proposal is valid through **05/16/2014**.

PROJECT GOALS:

- Bring playground up to current ASTM F1487 and & CPSC Pub.325 safety standard and guidelines
- Evaluate and increase current accessibility in the spirit of the ADA law as much as reasonably possible
- Complete any necessary maintenance work
- Remove the majority of existing balusters. Replace with coated pipe & plastic increasing visibility and decreasing maintenance needs
- Increase visibility in some of the “theme” key details
- Repair or replace broken equipment with ease of maintenance in mind
 - Replace the majority of chain and hose equipment with cable versions or new equipment
- Install some new components
- Reduce overall wood exposure by removing significant portions of wood and replacing with composite materials.
- Apply EPL coating to poles o all major contact areas
- Increase the life of the structure while reducing its overall maintenance needs
- Increase the visual appearance of the entire structure
- Increase the play value of the playground
- The majority of all new materials would be recycled structural and composite plastics
- The work will be completed by Leathers & Associates
 - Included under the cities responsibilities is some staff to assist L&A with some labor on the fence/perimeter to help reduce total cost.
- Increase shade in the playground through the use of trellises/roofs or other means agreed upon by both parties

SCOPE OF WORK:**Demo work:**

Remove: The majority of handrails, balusters and some miscellaneous facades details. Leave the cones and supports for the cones. Remove some poles and decks to allow for new types of equipment.

Construction:

Ensure that that the finished work complies with the current version of ASTM F1487 and CPSC Pub.325. Also increase the ADA compliance of the existing structure where applicable. L&A will provide the materials, labor and tools necessary to perform the work unless otherwise specified under cities responsibilities. The work will be performed under the supervision of a Certified Playground Safety Inspector. Upon completion we will perform a final inspection assuring safety compliance.

Safety Surfacing:

The majority of safety surfacing is engineered wood fiber and should be maintained at a depth of 12” throughout the playground. There is some unitary rubber surfacing in a few areas. All safety surfacing work falls outside the scope of this proposal and can be done without L&A’s direct guidance.

Poles:

- Stain if necessary and seal minimally main contact areas with EPL

Framing:

- Leave as is, replace a few pieces as part of maintenance

Decking:

- Leave as is

Handrails & Balusters

- Replace the majority of handrails with plastic rails
- Remove balusters and 2x handrail post
 - Replace with Plastic balusters & coated metal railing options
 - Severely increase visibility throughout the railing systems
 - Improve details on key elements

Ramps:

- Ramps are in good shape. Need a little reinforcing here and there. Remove and rebuild new handrails to comply with current ADA.

Shade:

- Design custom (Permanent) trellises/roofs to increase shaded areas

Fence:

- Replace existing fence (allow for names to be on the majority of the pickets)
 - We will give you a total number (+/- 450) you can sell as a fundraiser
 - 450x \$25= \$11,250 potential income

Low perimeter

- Replace the 8x8 perimeter with all plastic version

Equipment:

- Replace swing frames and swings with new manufactured ones
- Replace the slides with new plastic ones (Client can pick the colors)
- Low accessible ladder and rings – Replace with custom manufactured one
- Renovate the overhead activity area with new post and decks to allow for new manufactured overhead equipment
- Replace vertical tire tunnel with vertical cable net
- Re-build suspension bridge deck and rails
- Replace chain ladder with hanging pods
- Replace tire bridge with climbinator
- In the older kids area remove one of the balance beams on chain and replace the other with a wavy bridge
- Add misters to the front of the ship
- Replace the cable climber (chain & hose) with actual cable nets
- Replace fire pole with one that meet current standards
- Trolley: Remove and replace with a pyramid cable net
- Change the sandy castle theme to an ocean theme in the tot area
- Rebuild the tot rubber bridge
- Renovate/Replace the art work as much as possible
- Remove the musical instruments / replace with 3 play panels on accessible deck

- Add an accessible rocking platform
- Add accessible low ring and horizontal ladder

Misc:

- Renovate the ship to allow better visibility and increase play value
- Renovate the fire truck with new materials

Construction period:

- The dates are to be determined but construction is estimated to happen during 2014. Once this proposal is finalized our schedule and materials delivery times are determining factors in addition to the city's schedule
- The goal is to complete the work within a 2-3 week period. Typically 10hr (7am-6pm) work days. This will be reviewed upon final acceptance of scope of work
- If the construction takes longer than the estimated time due to circumstance beyond our control a daily rate will applied to finishing and will be approved by both parties first.

L&A responsibilities:

- Propose and develop a final drawing outlining the renovation changes
- Develop a materials list and purchase the necessary materials for the project
- Provide onsite construction supervision to ensure everything is built in conformance with the drawings
- Provide the labor necessary to complete the work
- Provide temporary safety fencing (or other) around construction site
- Provide final site cleanup of construction materials
- L&A is responsible for the safety of it's own employees
- L&A provide the tools need to complete the project
- Certify the final product meets ASTM F1487 standards, CPSC Pub.325 guidelines and ADA

Cities responsibilities:

- Supplying a liaison from the city to help coordinate the design and construction process between the city and L&A
- Obtain any necessary permits if applicable
- Coordinate some local artists to help during construction with art details (drawing, painting etc.)
- Remove old shade support posts
- Assist L&A with some additional labor for fence/perimeter
 - 2 people 40 hours each for a total number of hours = 80
- Connect waterline to the new misters on ship
- Provide dumpsters for construction materials and removal
- Allow L&A the use of power/water sources in the area
- Coordinate all aspects of anything related to the safety surfacing

BASIC SERVICES

The Basic Services consist of the phases described below.

DESIGN DEVELOPMENT/CONSTRUCTION DOCUMENTS PHASE**Design Development**

Leathers & Associates shall review the original design and consult with the client on design modifications. Leathers & Associates will develop a plan view drawing of the project and modifications. Leathers & Associates will prepare a materials list and order the necessary materials. As part of this phase we will automatically make adjustment to the design to bring the project up to current ASTM F 1487, CPSC Pub. 325 standards and guidelines. We will also increase the ADA needs and function as much as possible within the renovating effort and scope of work. Individual details, traffic flow and budget constraints shall be considered.

Construction Documents

Leathers & Associates shall prepare the necessary working drawings and specifications setting forth the requirements for the construction of the entire project as needed by our construction consultants. The final drawings will conform to the current safety and accessibility guidelines (ASTM 1487, CPSC Pub. No. 325).

These documents typically consist of plan view drawings and are outlined below:

1/8" plan view, 1/4" plan view, 1/8" stakeout, and any other drawings L&A deems necessary. These drawings are not typical construction drawings and are prepared for our trained construction consultants.

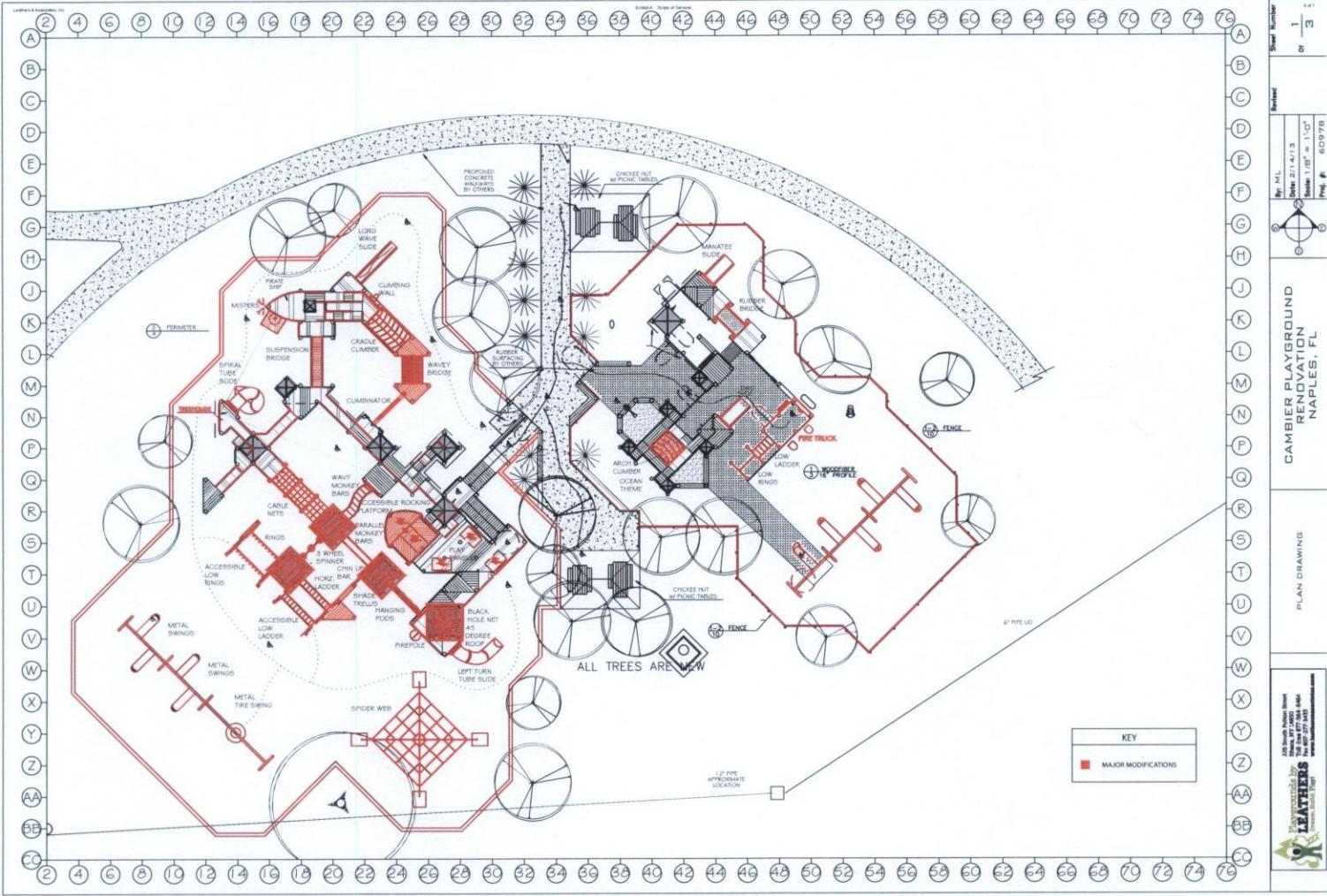
If necessary Leathers & Associates shall assist the city in filing the required documents for the approval of governmental authorities having jurisdiction over the project. It is, however, the cities responsibility to identify any such requirements and authorities and to follow through with any required filings. Any additional work that may be needed is not included in this proposal.

PROJECT MANAGEMENT PHASE

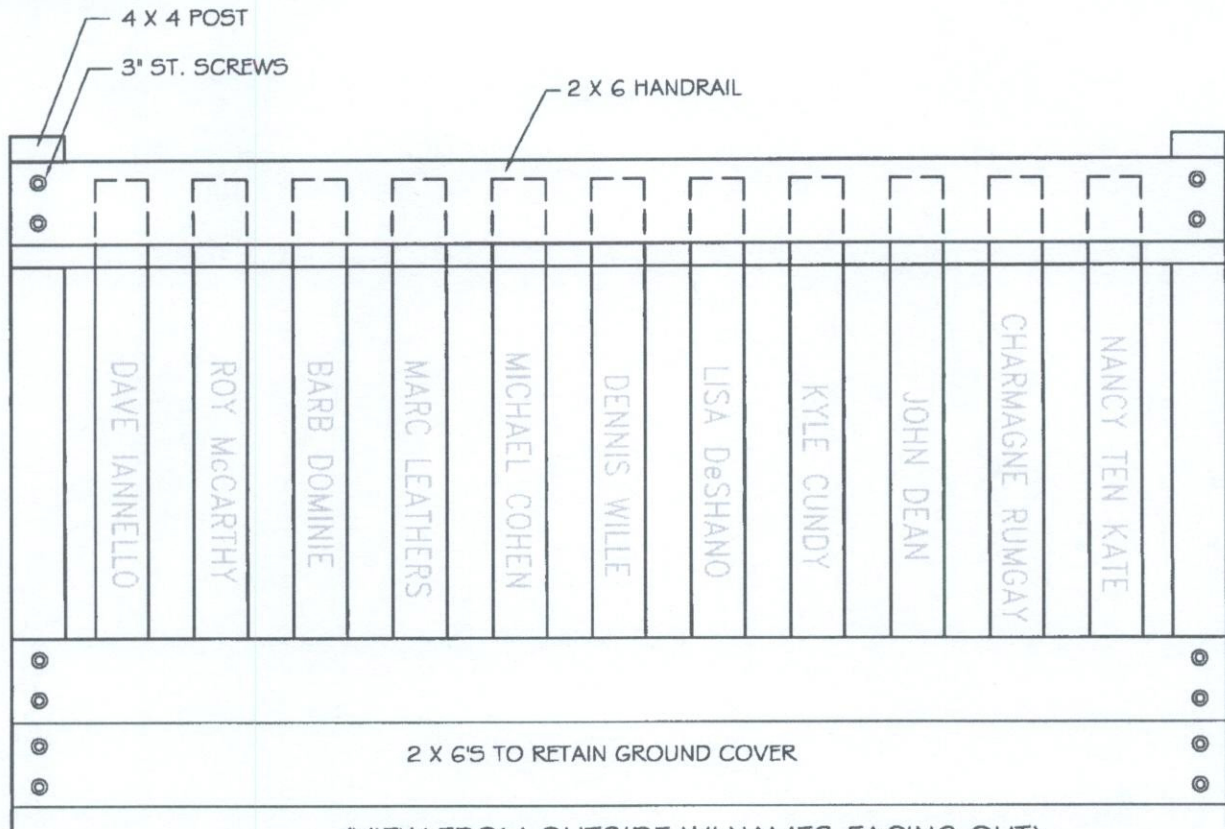
The client will be assigned a project manager, who will serve as the community's main contact through the construction of the project. The project manager is available from 8 a.m. to 5 p.m. Eastern Time and can be reached by telephone, email or fax.

CONSTRUCTION PHASE

Exact construction dates and completion to be determined. L&A will provide the materials, labor and tools to complete the job. L&A will inspect the completed playground for compliance with the drawings and all relevant safety aspects.

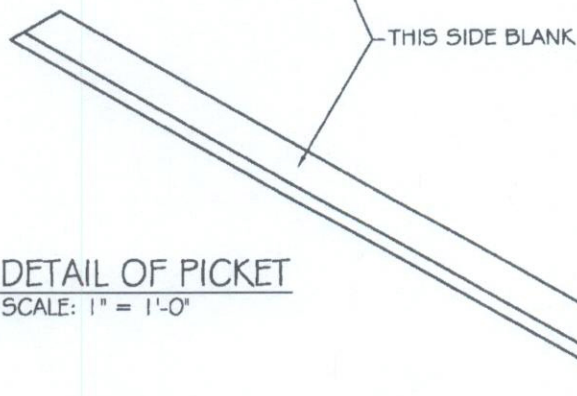
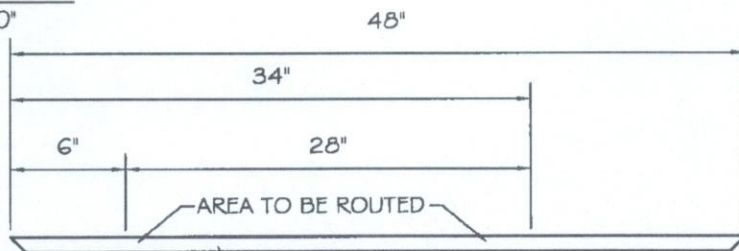


Sheet Number
 of 3
 Date: 01/14/13
 Scale: 1/8" = 1'-0"
 Proj. #: 60978
 CAMBER PLAYGROUND RENOVATION NAPLES, FL
 PLAN DRAWING
 200 South Orange Street
 Naples, FL 34102
 LEATHERS
 www.leathers.com



(VIEW FROM OUTSIDE W/ NAMES FACING OUT)

① **DIAGRAM 'A'**
SCALE: 1" = 1'-0"



② **DETAIL OF PICKET**
SCALE: 1" = 1'-0"

LEATHERS ASSOCIATES

 225 S. FULTON STREET
 ITHACA, NY 14850
 TOLL FREE 1-877-564-6464
 WWW.LEATHERSASSOCIATES.COM

FENCE PICKETS
PLASTIC

Job Number:	Scale: 1" = 1'
Drawn By: CLM	Drawing No: 7
Date: 3/2/11	

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 as indicated in Exhibit B, which is attached and made part of this Agreement.

END OF EXHIBIT B

**L&A Fees:**

The following is an outline of fees for Leathers & Associates' professional services:

DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS**PHASE**

Design Development, Drawings, Project management	\$18,500
Construction L&A Construction Consultants: Includes all labor and travel expenses & tools	\$65,000
Final inspection Inspected by L&A's CPSI for safety compliance	\$1,500
Total L&A	\$85,000
Estimated materials	\$165,000
<u>TOTAL PROJECT COST</u>	\$250,000

*This is an estimate and can be finalized upon final scope of work.

Estimated Payment schedule

Timing	Amount
Upon acceptance of proposal	15%
Upon completion of Design development and construction document phase	35%
Prior to start of construction	35%
Within one week completing construction phase	15%

Bills are subject to a 1.5% per month surcharge on any outstanding balance after due date (annual percentage rate of 18%).

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 Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

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

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

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

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

The City of Naples must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. "These coverage's are primary to all other coverage's 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.

The Certificate must state the bid number and title.

When using the ACORD 25 – Certificate of Insurance only the most current version will be accepted.

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.
[If other insurance or insurance requirements or any waivers, attach as Exhibit C-1through C-__]

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned is the **President of the Leathers & Associates Incorporated** company ("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 3 day of April, 2014.

By:  _____

ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Palm Beach

SWORN TO AND SUBSCRIBED before me this 3rd day of April, 2014.

The Affiant, Marc S. Leathers, is [] personally known to me or [] has produced Florida Drivers License as identification, which is current or has been issued within the past five years and bears a serial number of other identifying number.



MARC LEATHERS
Print Name:

Lizette Miranda
NOTARY PUBLIC - STATE
OF Florida

Commission Number: _____

My Commission Expires: _____

(Notary Seal)