

PROFESSIONAL SERVICES CONSULTANT'S AGREEMENT

RFP No. 23-019 1st Avenue South, 12th Street South, and 10th Street North Scape Design

THIS PROFESSIONAL SERVICES CONSULTANT'S AGREEMENT (hereinafter this "Agreement") is made and entered into this 5th day of September 2023 by and between the CITY OF NAPLES COMMUNITY REDEVELOPEMENT AGENCY ("CRA"), and the CITY OF NAPLES a Florida municipal corporation, (collectively referred to herein as the "CITY"), whose mailing address is 735 8th Street South, Naples Florida 34102, and Q. GRADY MINOR AND ASSOCIATES, P.A., a Florida Corporation authorized to do business in the State of Florida ("CONSULTANT").

WITNESSETH

WHEREAS, the CRA, is a dependent special district having a responsibility to provide certain services to promote the redevelopment of the City's redevelopment area, having a responsibility to provide certain services to benefit the citizens of the City of Naples; and

WHEREAS, the City of Naples is a Florida municipal corporation, tasked with providing certain municipal services to the residents in the City of Naples; and

WHEREAS, the CRA has the full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, CONSULTANT is in the business of providing said services in the City of Naples and elsewhere in the State of Florida; and

WHEREAS, CONSULTANT is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONSULTANT operates; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their CONSULTANTS and SUBCONSULTANTS; and

WHEREAS, CONSULTANT was the successful proposer for an advertised Request for Proposal identified as RFP 23-019 titled 1st Avenue South, 12th Street South, and 10th Street North Scape Design - RFP which satisfies the CITY's Procurement Policy Sec. 2-663; and

WHEREAS, CONSULTANT agrees to provide such goods and services as more particularly described in this Agreement, as well as in any RFP documents (RFP 23-019) issued in connection with this project.

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

2. **Description of Work.**

- a. The CITY hereby retains CONSULTANT to furnish goods and services as described in the **Scope of Services, which is attached hereto as Exhibit "A"** and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in RFP 23-019 will be resolved in favor of the body of this Agreement.
- b. CONSULTANT must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
- c. CONSULTANT must also comply with, and abide by, all requirements as contained in Request for Proposal (RFP), RFP specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the CITY, together with any addenda and CONSULTANT presentations, all hereinafter the "**RFP Documents, as applicable.**" The **RFP Documents**, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.

3. **Commencement and completion/Term.**

- a. CONSULTANT will commence work under this Agreement upon receipt of a Notice to Proceed (hereinafter "NTP").
- b. Liquidated Damages: (N/A) Not applicable to this Agreement.
- c. This Agreement will commence on award and be in effect until completion of the project. Services to be rendered by the CONSULTANT shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed (NTP) from the CITY for all or any designated portion of the Project and must be completed by no later than **September 30, 2025, with an Administrative 60-day Project Close-out time frame.**

4. **Payment.**

- a. The CITY agrees to compensate CONSULTANT, for work actually performed under this Agreement, in accordance with the fees described in **Exhibit "A"** on page 10, which is attached hereto and incorporated herein by reference. CONSULTANT must perform all work required by the Scope of Services, but in no event will CONSULTANT be paid more than the negotiated amount set forth in **Exhibit "A"** of **\$921,201.50.**
- b. Progress payments, if any, will be made as set forth in an NTP.
- c. The CITY reserves the right to withhold amounts in the event of the nonperformance of all or part of CONSULTANT'S obligations. CONSULTANT must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONSULTANT.

5. **Acceptance of work product, payment, and warranty.** Each final invoice will be processed, upon completion of the CITY's final inspection and the CONSULTANT'S submission of a completed CITY OF NAPLES RELEASE AND AFFIDAVIT FORM as identified in RFP 23-019.

- a. Quality Guarantee/Warranty

CONSULTANT will guarantee its work without disclaimers for a minimum of six months after the final completion date of said Project.

- b. **Acceptance of work product, payment, and warranty.** When the CITY receives an invoice sufficiently itemized to permit audit, the CITY will diligently review the invoice. When the CITY finds the invoice acceptable and finds the products and services acceptable, payment will be made to CONSULTANT within thirty (30) days after the date of receipt of the invoice, unless another payment schedule is provided in **Exhibit "A"** CONSULTANT guarantees the successful performance of the work for the products and services intended. If the CITY deems it inexpedient to require CONSULTANT to correct deficient or defective work, the CITY may make an equitable deduction from the contract price, or, in the alternative, the CITY may seek damages. CONSULTANT warrants that the data utilized by CONSULTANT (other than as provided by the CITY) is from a source, and collected using methodologies, which are generally recognized in CONSULTANT'S industry or profession to be a reliable basis and foundation for CONSULTANT'S work product. CONSULTANT must notify the CITY in writing if it appears, in CONSULTANT'S professional judgment that the data or information provided by the CITY for use in CONSULTANT'S work product is incomplete, defective, or unreliable. CONSULTANT guarantees to amend, revise, or correct to the satisfaction of the CITY any error appearing in the work as a result of CONSULTANT'S failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment, by the CITY will relieve CONSULTANT from its obligations to do and complete the work product in accordance with this Agreement.

6. **Termination.**

- a. **Termination at Will:** This Agreement may be terminated by the CITY in whole or in part at any time without cause by the CITY giving written notice to CONSULTANT not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- b. **Termination for Cause:** This Agreement may be terminated by either party for cause by the CITY or CONSULTANT giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

7. **Project management.**

- a. The Project Managers for this project are as follows: Any subsequent changes to the Project Manager for either party must be provided by notice as described in paragraph eight (8) below and does not require an amendment to this Agreement.
 - b. Project Manager assigned is Eddie Bliss.
 - c. CONSULTANT'S Project Manager assigned is Daniel Flynn, P.E. PTOE
8. **Notices.** All notices required or made pursuant to this Agreement to be given by the CONSULTANT or 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 addresses of record:
- a. **To CITY:** City of Naples, Attention: City Manager's Purchasing Division, 735 8th Street South; Naples, Florida 34102.
 - b. **To CONSULTANT:** and Q. Grady Minor and Associates, P.A., Attention: Justin Frederiksen, P.E.; 3800 Via Del Rey, Bonita Springs, Florida 34134.
9. **Insurance.**
- a. CONSULTANT must maintain such insurance as will fully protect both CONSULTANT and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONSULTANT, any SUBCONSULTANT, or by anyone directly or indirectly engaged or employed by either of them.
 - b. The CITY's General Insurance Requirements (attached as **Exhibit "B"**) apply. The insurance coverages procured by CONSULTANT as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONSULTANT, and any other insurance, or self-insurance available to CONSULTANT will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONSULTANT as required herein.
10. **General Provisions.** CONSULTANT must comply with the following general provisions:
- a. **Bond.** A Payment & Performance Bond is (N/A) Not Applicable to this Agreement.
 - b. This Agreement is a non-exclusive contract; the CITY is not prohibited, or deemed to be prohibited, from seeking similar services either as an independent job or a component of a larger project.
 - c. **Retainage.** (N/A) Not Applicable to this Agreement.
 - d. **Compliance with Laws.** In providing the Scope of Services, CONSULTANT must comply with all federal, state, and local laws, statutes, ordinances, rules, and

regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.

e. Personal nature of Agreement; Assignment.

- i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONSULTANT. Accordingly, this Agreement is personal and CONSULTANT is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
- ii. If CONSULTANT requires the services of any SUBCONSULTANT or professional associate in connection with the work to be performed under this Agreement, CONSULTANT must obtain the written approval of the CITY Project Manager prior to engaging such SUBCONSULTANT or professional associate. CONSULTANT will remain fully responsible for the services of any SUBCONSULTANTS or professional associates.

f. Discrimination.

- i. CONSULTANT shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONSULTANT shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
- ii. CONSULTANT shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

g. Independent Contractor.

- i. CONSULTANT is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONSULTANT'S agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONSULTANT. CONSULTANT will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONSULTANT is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY'S general right of inspection to secure the satisfactory completion thereof. CONSULTANT must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONSULTANT, or to CONSULTANT'S business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the

collection of or the payment of taxes or contributions of any nature on behalf of CONSULTANT.

- ii. CONSULTANT will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONSULTANT must utilize, and must expressly require all SUBCONSULTANTS to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONSULTANT and any SUBCONSULTANTS during the Term of this Agreement.

h. Indemnification.

- i. CONSULTANT must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONSULTANT'S performance under this Agreement or by any person on CONSULTANT'S behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONSULTANT (including CONSULTANT'S agents, employees, and subcontractors). CONSULTANT must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONSULTANT under this Agreement infringes a United States patent, trademark, or copyright. CONSULTANT acknowledges that CONSULTANT has received consideration for this indemnification, and any other indemnification of the CITY by CONSULTANT provided for within the RFP Documents, the sufficiency of such consideration being acknowledged by CONSULTANT, by CONSULTANT'S execution of this Agreement. CONSULTANT'S obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY'S exclusive remedy.
- ii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONSULTANT, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONSULTANT has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONSULTANT does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONSULTANT, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must

cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.

i. **Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by CITY specified in the Agreement shall not be construed as a waiver of CITY's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by CITY in the Agreement in derogation hereof shall be void and of no force or effect.

j. **Sovereign Immunity.** Nothing in this Agreement extends, or will be construed waive or to extend, the CITY's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as waiver or consent, by the CITY to be sued by third parties in any matter arising out of this Agreement.

k. **Public records.**

i. CONSULTANT is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:

1. Keep and maintain public records required by the CITY to perform the service.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if CONSULTANT does not transfer the records to the CITY.
4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONSULTANT or keep and maintain public records required by the CITY to perform the service. If CONSULTANT transfers all public records to the CITY upon completion of this Agreement, CONSULTANT must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of this Agreement, CONSULTANT must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
- iii. If CONSULTANT asserts any exemptions to the requirements of Chapter 119 and related law, CONSULTANT will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
- iv. CONSULTANT consents to the CITY's enforcement of CONSULTANT'S Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONSULTANT must pay all court costs and reasonable attorney's fees incurred by CITY.
- v. CONSULTANT'S failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONSULTANT will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
- vi. **Public Records Compliance Indemnification.** CONSULTANT agrees to indemnify and hold the CITY harmless against any and all claims, damage awards, and causes of action arising from the CONSULTANT'S failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by CONSULTANT'S failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. CONSULTANT authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against CONSULTANT in Collier County Circuit Court on an expedited basis to enforce the requirements of this section.
- vii. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 FLORIDA STATUTES TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK AS CITY OF NAPLES CUSTODIAN OF PUBLIC RECORDS, AT TELEPHONE: 239-213-1015, OR EMAIL PUBLICRECORDSREQUEST@NAPLESGOV.COM; AT: PUBLICRECORDSREQUEST@NAPLESGOV.COM; PHYSICAL ADDRESS: 735 8TH STREET SOUTH; NAPLES, FLORIDA 34102. MAILING ADDRESS: 735 8TH STREET SOUTH; NAPLES, FLORIDA 34102.**

- i. **Ethics.** Compliance with Ethics Code. CONSULTANT agrees and understands that by entering into this contract, CONSULTANT is a "Covered Person" as that term is defined by Section 17.3. (1)(a) of the City Charter and must comply with the City of Naples Code of Ethics, as applicable and as it may be amended from time to time. Any conflict between the City's Ethics Code and the contractual terms which follow shall be resolved in favor of the City's Ethics Code, as it may be amended from time to time. As provided in Section 2-975(h)(3)(a) and (b) of the Ethics Code, except as otherwise prohibited by law:

1.CONSULTANT is prohibited from employing, or offering to employ any compensated public official or city employee who is substantially involved with the regulation, oversight or management of the contract or the transaction of business during t ears after termination, of the contract; and

2.CONSULTANT agrees to pay for liquidated damages in favor of the city for violation of this subsection in the amount equal to the greater of: (i) the compensation received by the compensated public official or city employee from the business entity; and (ii) the amount equal to the total of the compensated public official's two years of gross compensation from the city.

- m. **Federal or State Funding** - If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONSULTANT shall make inquiry from the CITY's Project Manager to determine whether Federal or State funding is applicable to this Agreement.
- i. **E-Verify.** CONSULTANT must utilize, and must expressly require all SUBCONSULTANTS to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONSULTANT during the Term of this Agreement.
 - ii. **Agency.** CONSULTANT agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.
 - iii. **Indemnification.** To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless the CITY, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONSULTANT and persons employed or utilized by CONSULTANT in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the CITY's sovereign immunity.
 - iv. **Workers' Compensation Insurance.** CONSULTANT must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONSULTANT must ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONSULTANT must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONSULTANT must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent CONSULTANTS, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- v. **Liability Insurance.** CONSULTANT shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONSULTANT shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONSULTANT shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the CITY and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The CITY and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The CITY's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the CITY or the State of Florida may have.
- vi. **Inspections.** CONSULTANT shall permit, and require its subcontractors to permit, the CITY's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.
- vii. **Auditor General Cooperation.** CONSULTANT shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.

n. **E-Verify Compliance.** CONSULTANT shall be obligated to comply with the provisions of Section 448.095, Florida Statutes (2023) "Employment Eligibility," as amended from time to time. This includes, but is not limited to, registration and use of the E-Verify System to verify the work authorization status of all newly hired employees and requiring any and all subcontractors to provide an affidavit to CONSULTANT attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The CONSULTANT shall require any subcontractor to insert into any subcontracts the requirements of this section and shall be responsible for ensuring compliance by all subcontractors. The CONSULTANT shall agree to maintain a copy of such affidavit for the duration of the Agreement. Failure to comply will result in the termination of the

Agreement as provided in Section 448.095, Florida Stat. (2023), as amended; and the vendor will not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. CONSULTANT will also be liable for any additional costs to CITY incurred because of the termination of the subcontractor.

The CITY shall upon a good faith belief that the CONSULTANT or its subcontractor has knowingly violated Section 448.09(1), Florida Statutes or the provisions of Section 448.095, Florida Statutes, terminate the contract, which shall not be considered a breach of contract and may be challenged pursuant to Section 448.095(2)(d), Florida Statutes. CONSULTANT acknowledges that upon termination of the contract by the CITY for a violation of this Section, the CONSULTANT may not be awarded a public contract for at least one (1) year and that the CONSULTANT is liable for any additional costs incurred by the CITY as a result of the termination. An affidavit of compliance with the E-Verify requirement is attached as **Exhibit C**.

11. Miscellaneous Provisions. The following miscellaneous provisions apply to this Agreement:

- a. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
- b. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONSULTANT recognizes that any representations, statements, or negotiations made by the CITY'S staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.
- c. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
- d. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
- e. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

- f. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- g. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONSULTANT'S work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.
- h. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONSULTANT is specifically required during the occurrence of any of the events herein mentioned.
- i. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONSULTANT hereby certifies that CONSULTANT is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONSULTANT further hereby certifies that CONSULTANT is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONSULTANT understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject CONSULTANT to civil penalties, attorney's fees, and/or costs. CONSULTANT further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONSULTANT (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan

List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.


- j. **Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Collier County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.
- k. **Non-appropriation.** CITY's performance and obligation to pay under this Agreement is contingent upon an appropriation during the CITY's annual budget approval process. If funds are not appropriated for a fiscal year, then the CONSULTANT shall be notified as soon as is practical by memorandum from the CITY Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the CITY subject to the CITY paying all invoices for services rendered during the period the Agreement was funded by appropriations.

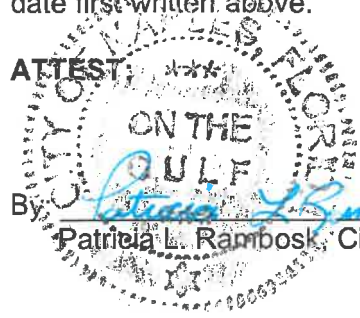
12. Special Provisions.

- a. None.

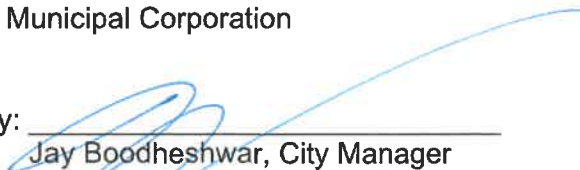
This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement effective the date first written above.

ATTEST: ***
 ON THE
 GULF
 By: 
 Patricia L. Rambosk, City Clerk

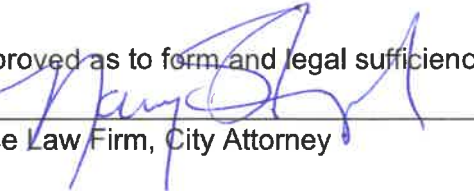


CITY OF NAPLES, FLORIDA
A Municipal Corporation

By: 
 Jay Boodheshwar, City Manager
 as authorized by action of City Council
 on September 5, 2023

Dated: 9/15/23

(SEAL)

Approved as to form and legal sufficiency:
 By: 
 Vose Law Firm, City Attorney

By: _____
Vose Law Firm, City Attorney

Q. GRADY MINOR & ASSOCIATES, PA.
3800 Via Del Rey
Bonita Springs, Florida 34134
Attention: Justin Frederiksen, P.E.
Director of Municipal Engineering

by 
as its Director of Municipal Engineering
and Authorized Agent

(CORPORATE SEAL)



ATTEST:



Printed Name: CHRIS J. DWYER, Title VIC PRESIDENT

STATE OF Florida

CITY OF Bonita Springs

The foregoing instrument was acknowledged before me by means of physical presence or

online notarization, this 3rd day of August, 2023, by Justin Frederiksen of Q. Grady Minor, a Florida Corporation, on behalf of the company, and he/she is personally known to me or has produced _____ as identification.

Signature of Notary Public - State of Florida


Printed/Typed/Stamped Name of Notary

My commission expires:



CITY OF NAPLES COMMUNITY
REDEVELOPMENT AGENCY, a
Florida dependent special district

ATTEST

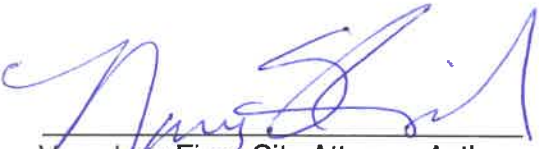
By: 
Patricia L. Rambosk, City Clerk

By: 
Jay Boodheshwar, City Manager
Acting as the Executive Director of
the City of Naples Community
Redevelopment Agency

Dated: 9/15/23

(SEAL)

Approved as to Form and Legality:


Vose Law Firm, City Attorney Acting as
the General Counsel for the City of
Naples Community Redevelopment
Agency



July 18, 2023

Ms. Anita Jenkins
 Community Redevelopment Agency Administrator
 City of Naples
 735 8th Street South
 Naples, FL 34102

**RE: Proposal for Professional Services
 RFP 23-019 1st Avenue South, 12th Street South, and 10th Street Streetscape Design Project & Engineering Services**

Dear Ms. Jenkins:

Q. Grady Minor & Associates, P.A. (GradyMinor) is pleased to provide the City of Naples (City) this proposal for the design, permitting, and bidding services for improvements to 1st Avenue South, 12th Street South, and 10th Street.

Background:

The City of Naples Community Redevelopment Agency (CRA) was created in 1994 by City Resolutions 94-7098 and 94-7099. On January 15, 2014, City Council adopted Resolution 14-13401 approving a modified Redevelopment Plan and extending the CRA through the end of FY 2044. The transportation objective detailed in the Redevelopment Plan is to provide an integrated transportation system within and to/from the downtown with policies including providing for traffic calming techniques and devices, encourage the development of Complete Streets throughout the Redevelopment Area to promote the use of streets by the appropriate methods of transportation, and to provide for a wayfinding system throughout the Redevelopment Area to provide identification of key destinations and/or sites.

In 2022, following an extensive engagement process, the CRA accepted the final Naples Design District Master Plan. The Master Plan is a long-term planning document that provides a conceptual layout to guide future growth and development within the Naples Design District Area. The Master Plan emphasizes the importance of connecting the Naples Design District with improved streets, parking, stormwater management and utilities.

The vision for the Project is an improved 1st Avenue South, 12th Street South, and 10th Street consistent with the Naples brand, Complete Streets Policy, Blue Zones Initiative, Tree Ordinance, and 2014 CRA Redevelopment Plan. Per City of Naples Resolution 15-13719 the term "complete streets" means roadways planned, designed, and constructed to provide access to all users in a manner that promotes safe efficient movement of people and goods, whether by car, truck, transit, assistive device, foot, or bicycle.

The improvements associated with this Project are outlined below:

- 1st Avenue South – Extending from 8th Street South to Goodlette – Frank Road (~2,000’):
 - Complete street improvements including lighting, landscaping, and irrigation improvements.
 - Stormwater and utility improvements.
- 12th Street South – Extending from 1st Avenue South to Central Avenue (~400’):
 - Complete street improvements including lighting, landscaping, and irrigation improvements.
 - Stormwater and utility improvements.
- 10th Street – Extending from U.S. 41 to Central Avenue (~2,000’):
 - Stormwater and utility improvements.
 - Landscape design, as needed, to replace landscape impacted by stormwater and utility improvements.
- 10th Street – Extending from Central Avenue to 6th Avenue North (~2,500’):
 - Complete street improvements including lighting, landscaping, and irrigation improvements. Note:
 - The landscape and irrigation in this area was recently improved and impact to the landscape and irrigation will only be as needed due to impacts from other necessary improvements.



- The existing lighting on the east side of 10th Street in this area is not anticipated to be impacted or need replacing, therefore for this Project lighting improvements are only included on the west side of 10th Street in this area.
 - Stormwater and utility improvements.
 - 10th Street – Extending from 6th Avenue North to 7th Avenue North (~1,000’):
 - Complete street improvements, including landscaping and irrigation improvements, without lighting improvements.
 - Stormwater and utility improvements.

This scope of services includes the following assumptions:

- 10th Street - Complete Street improvements from US41 to Central Avenue are not included and the existing roadway’s cross section and longitudinal profile will remain as/is.
- 10th Street - lighting improvements are only required along the west side of 10th Street from Central Avenue to 6th Avenue North.
- Intersection details will not be provided along 10th Street from US41 to Central Avenue.
- The improvements will be designed such that the construction improvements will be phased, prioritizing improvements along 1st Avenue South with construction anticipated to begin April 2025.
- City to provide collected traffic count data within the project area to be used for the team’s analysis. Data will include traffic data regularly collected by the City as part of its Traffic Counts Program and turning movement counts at the appropriate intersections within the project limits during both the AM and PM peak hour.
- Alleyway improvements are not included in this Project. However, alleyway ingress/egress from the street/avenue ROW may be addressed with this Project.

Assisting GradyMinor on this Project are the following subconsultants and the general services they will provide:

- Alta Planning + Design, Inc – Public outreach support (renderings and attendance), planning overall concepts for pedestrian and bicycle connectivity, design of street image and streetscape concepts, wayfinding signing and marking design.
- Cella Molnar & Associates, Inc. – Public information and relations services.
- Earth View, Inc. – Subsurface utility exploration/locating.
- Passarella & Associates, Inc. – Environmental consulting services.
- Ram Design Group LLC – Irrigation design.
- Trebilcock Consulting Solutions – Traffic and lighting design.
- Universal Engineering Services (UES) – Geotechnical engineering and testing services.

To assist the City, we propose the following Scope of Services.

Task 1 – Planning, Public Involvement, Conceptual Design

A. Project General Tasks

Project general tasks include project management, project meetings, field reviews, technical meetings, contract maintenance, project documentation and coordination.

B. Traffic Operations Analysis

GradyMinor will contract with a subconsultant to perform the following traffic data collection, forecasting, and traffic analysis tasks to support design traffic recommendations for the project corridor.

1. Data Collection (to be provided by the City): City to provide collected traffic count data within the project area to be used for the team’s analysis. Data will include traffic data regularly collected by the City as part of its Traffic Counts Program and turning movement counts at the appropriate intersections within the project limits during both the AM and PM peak hour.



The City has contracted with a Consultant to complete a downtown traffic study analysis. The study will be occurring simultaneously with the 1st Avenue South, 12th Street South and 10th Street Project and the areas of the study will include portions of the 1st Avenue South, 12th Street South and 10th Street Project. The City shall provide traffic data to the GradyMinor team.

2. **Crash Data Review:** Using three to five years of crash data provided by the City, review the crash data and identify correctable trends that should be included in the project.
3. **Traffic Forecasting:** Develop 2045 Design Hour Turns for the appropriate intersections by forecasting traffic demand for the project limits along 1st Avenue South, 12th Street South and 10th Avenue North. Effort includes refining TAZ structure data, socioeconomic data, and network data as needed. The 2045 FDOT District One or Collier County FSUTMS model structure is assumed with the Existing + Committed (E+C) network. Forecasted volumes will be compared with historical traffic growth trends. A standard K-factor will be assumed to convert to design hour volumes. Turning movement percentages will then be applied at each approach to develop design traffic volumes.
4. **Equivalent Single Axle Loadings (ESAL):** Calculate ESALs to support the pavement design consistent with FDOT and AASHTO procedures. Alternatively, standard pavement sections may be used for the project based on local prevailing standards for local and collector streets.
5. **Technical Memorandum:** Document results and recommendations from the traffic operations analysis in a technical memorandum that will be part of the project's Design Documentation. Revise the technical memorandum one time to incorporate client input.

C. Surveying/Mapping Services

GradyMinor will provide surveying services as part of the Planning and Public Involvement task as described below:

1. **Survey Control Horizontal/Vertical:** Establish horizontal and vertical control on the proposed and set up to ten (10) benchmarks and control points along said route using the datum as specified by the design.
2. **Records Research:** Obtain information from the Collier County Property Appraiser's Office, Collier County Clerk of Courts, City of Naples, and FDOT to acquire record evidence of parcel ownership (as required), existing Right-of-Way (ROW) limits for 1st Avenue South, 12th Street South and 10th Street along with the intersections along the roadways, certified corner records and horizontal and vertical control.
3. **Base Map Digital Control File:** Create a master horizontal control file to be utilized throughout the planning and design of the roadway alignment. This map will include the location of the existing ROW lines for those portions of intersecting roadways that fall within the project limits. These ROW lines together with the boundary lines and controlling monuments for the ownership entities will serve as the base geometry for the project.
4. **Route Survey and Topography:** Obtain cross-section elevations at 50-foot intervals along the route and extend a distance of 10 feet beyond the existing ROWs. Above ground improvements, including trees lying within 10 feet either side of the existing ROW lines will be located. Identify ROW limits, platted property corners, edge of pavement, driveways (size and material of construction), sidewalks, fences, vegetation, significant improvements in the ROW, culverts and storm structures (with size, material and invert depths), sanitary sewer structures (invert depths), visible above ground utility features (including flow meters and backflow assemblies), and topographic data. Each intersection will be surveyed in more detail due to needing more information to tie into the existing elements.
5. **Ten (10) Sketch and Legal Descriptions** are included in this proposal for temporary construction easements adjacent to the City ROW.



D. Geotechnical Explorations

Geotechnical scope of services for this project will consist of the following:

1. Thirty (30) Pavement cores spaced evenly along corridor to determine pavement, base and subbase types and thickness.
2. Fifteen (15) auger borings, 5 feet deep, as directed by the City.
3. Three field permeability tests

A report providing geotechnical recommendations regarding the proposed roadway construction project including the following: description of the site/alignment, design recommendations and discussion of special considerations (e.g. removal of unsuitable material, consolidation of weak soils, estimated settlement time/amount, groundwater control, high groundwater conditions relative to pavement base, etc.). Evaluate and recommend types of geosynthetics and properties for various applications, as required.

E. Community Redevelopment Agency Advisory Board (CRAAB) and CRA/City Council Board Meetings

GradyMinor will present the conceptual/30% design and 60% design to the CRAAB and the CRA/City Council separately to receive input on the designs and how to proceed into further design stages. A total of four (4) meetings are anticipated for this task. GradyMinor will prepare corridor renderings and illustrative 3D graphics for the CRAAB and CRA/City Council meetings.

F. Scheduled Public Meetings

The GradyMinor will prepare for and attend two (2) scheduled public meetings as described below.

Meeting #1: Community Meeting: The purpose of this meeting is to inform citizens of the design concepts as described in Task 1 and receive feedback. GradyMinor will assist the City in disseminating an invitation to the public meeting to identified property owners within 500 feet of the project corridor. GradyMinor will invite other stakeholders including representatives from Collier County Public Schools, the City of Naples, the Florida Department of Transportation District 1, and stakeholders directed by the City. GradyMinor will prepare and present a power point presentation that explains the project alternatives and project next steps.

Meeting #2: Community Meeting: The purpose of this meeting is to inform citizens of the approved 60% design concept and receive feedback. This community meeting will provide a recommendation of a final concept, typical section and a summary of public and City of Naples comments. The purpose of the meeting will be to obtain the consensus of the community for the approved concept.

GradyMinor will prepare corridor renderings and illustrative 3D graphics for the proposed Community Meetings.

G. Stakeholder Meetings

In addition to the scheduled meetings detailed above, GradyMinor will prepare for and attend up to twenty (20) stakeholder meetings onsite with public citizens, agencies, or stakeholders as necessary and/or directed by the City.

H. Public Relations Assistance

The consultant will work with the City to develop Public Relations materials and campaign to keep the public informed about the project. Efforts will include developing and maintaining a project webpage that will have up-to-date information about the status of the project and posters and flyers promoting the webpage. All public meeting materials will be displayed on the webpage for public review and comment. The public will be able to sign up on the webpage for email blasts for the project.



I. Project Concepts (30% Design)

Using available base mapping, the Design District Master Plan, traffic and environmental information, and community and City staff input; GradyMinor will prepare up to two (2) concepts per corridor (for a total of six) that will be up to a 30% design level submittal. The conceptual layouts will be drafted in AutoCAD over aerial imagery to facilitate advancing into design. Up to ten (10) cross sections will also be developed to illustrate the public ROW distribution for all modes. Additionally, up to three (3) visual renderings will be prepared to represent the character, context, and intent of the proposed design of the three corridors. An analysis of different on-street parking designs (parallel, angled, perpendicular, etc.) will be reviewed and as part of the concepts, an anticipated total number of parking spots along the corridor, based on the on-street parking type, will be provided.

Each concept alternative will follow Complete Streets principles and the Design District Master Plan recommendations, and will consider ROW needs, connections to nearby areas, access and circulation, parking, natural and historic sites, transitions between adjoining land uses, gateways, focal points and views. Concepts will also evaluate functional and physical relationships among different land uses, and the aesthetic character in and around the corridor area, including landscaping needs. If desired, the team can evaluate green infrastructure integration strategies to maximize design sustainability.

As part of the conceptual design development, the GradyMinor team will provide a validation of the issues relative to the bicycle and pedestrian safety and micro-mobility as well as illustrate intersection treatments. Finally, the concepts will consider both short-term (construction-era disruptions) and long-term (community enhancement) impacts for residents and businesses along the corridor.

J. Final Concept Documentation

Following the 30% CRAAB and CRA presentation, and public meetings, GradyMinor will summarize the recommended concept, public meetings and engineering factors that led to the selection of the conceptual alternatives in a concise Final Concept Alternative Memorandum. The concept plan included in the memorandum will be based on the final traffic recommendations, design survey and illustrate sidewalk, driveway access and parking concept, and horizontal layout of the proposed plan. The memorandum will generally include the following information:

1. Results of Updated Traffic Operations Analysis,
2. Typical Sections,
3. Design Criteria,
4. Pavement Design Package,
5. Up to two (2) concept layouts for each of the three corridors,
6. Up to ten (10) concept cross sections,
7. Up to three (3) visual renderings of crossings or other street sections for public consumption,
8. Preliminary streetscape improvement plans,
9. Utility Summary,
10. Stormwater Drainage summary,
 - a. The City has contracted with a Consultant to complete a Basin Assessment which includes areas that overlap the 1st Avenue South, 12th Street South, and 10th Street Project. The GradyMinor team will review and incorporate recommendations from the Basin Assessment in the Final Concept Memorandum.
11. Geotechnical summary,
12. Landscape concepts,
13. Meeting minutes from the meetings with public officials,
14. Meeting minutes from the community meeting,
15. Summary of adoption by City,
16. Opinion of Probable Construction Cost,
17. Construction phasing,
18. Summary of Recommendations.



Task 2 – Permitting

A. South Florida Water Management District (SFWMD) Permitting

SFWMD Coordination: GradyMinor will schedule and attend a pre-application meeting with SFWMD to discuss the objectives for the project and establish the parameters that will be required for permitting. GradyMinor will meet and coordinate with the SFWMD during review of the permit application to aid the review process. It is assumed that a major modification to an existing environmental resource permit will be required by the SFWMD for budget purposes. GradyMinor will contract with an environmental subconsultant to prepare a Florida Land Use Cover And Forms Classification System (FLUCFCS) map and Protected Species Survey (PSS) within the project limits which will be included with the major modification application to the SFWMD.

GradyMinor is aware that the SFWMD is in the process of revising their requirements associated with water quality standards and this proposal assumes this application will be either “vested” or “grandfathered”.

B. Florida Department of transportation (FDOT) Permitting

FDOT Coordination: GradyMinor will schedule and attend a pre-application meeting with FDOT to discuss the objectives for the project and establish the parameters that will be required for permitting. It is anticipated that a driveway connection permit application and stormwater drainage connection permit application will be required. GradyMinor will prepare and submit to FDOT pertaining to geometric modifications at the US 41 intersection.

C. Florida Department of Environmental Protection (FDEP) Permitting

FDEP Coordination: It is anticipated that FDEP a permit (potable water) will be required for this project. GradyMinor will prepare and submit to the FDEP the applicable permit application and respond to all questions from the FDEP.

All permitting fees will be paid for by the City of Naples.

Task 3 – Engineering Design

GradyMinor will prepare a complete Roadway Design Package as described below. This work effort includes the roadway and stormwater drainage, utility, lighting design analysis needed to prepare a set of Roadway Plans, Signing and Pavement Markings Plans, Utility Adjustment Plans, Landscape/Hardscape and Irrigation Plans, and Lighting Plans.

A. Roadway Improvement Plans

GradyMinor will prepare roadway design plans on 11”x17” sheets depicting the proposed roadway, streetscape, lighting, intersection, stormwater, and utility improvements. The design plans will consist of the following sheets:

1. **Key Sheet.**
2. **General Notes.**
3. **Typical Sections** – Typical sections will be developed to illustrate the recommended roadway improvements.
4. **Pavement Design** – A pavement design for accommodating the existing pavement structure (if feasible) will be developed, including resurfacing improvements and possibly reconstruction improvements pavement design.
5. **Drainage Map** – An overall stormwater drainage map depicting contributing basin areas, flow directions and existing and proposed collection system will be presented.



6. **Plan/Profile Sheets** – The plan/profile sheets will detail geometric design requirements, pavement resurfacing, pavement widening, turn lane additions, turn-outs for intersecting streets/driveways, sidewalk, hardscape and re-alignment in areas of pavement widening, drainage structure modifications, and erosion control measures. Plan sheets will include individual property owner names and addresses for each parcel located along the corridor.

This proposal assumes the limits of 10th Street extending from US-41 north to Central Avenue will only include stormwater improvements which will not include changing the vertical profile of the road. The roadway will be milled and resurfaced. Profile sheets will not be included for this area of the project.

7. **Intersection Details** – Where needed, the detailed grading improvements to intersections will be provided.

This proposal assumes the limits of 10th Street extending from US-41 north to Central Avenue will only include stormwater drainage improvements which will not include regrading the intersections within this area of the project. Intersection details will not be provided for this section of the project.

8. **Driveway Details** – Where necessary, the driveway details sheets will include information depicting the limits of driveway reconstruction; grading information and cross drain information for accommodation of existing residential and commercial driveway connections.

9. **Drainage Structure Sections and Tabulation** – Construction plan sheets providing a tabular listing of stormwater drainage structure ID's, FDOT Index references, pipe inverts, pavement elevations and drainage structure sections for each stormwater drainage structure proposed for the project.

10. **Cross-Sections** (up to 200 cross-sections) – Roadway cross sections will be developed at 50-foot intervals.

This proposal assumes the limits of 10th Street extending from US-41 north to Central Avenue will only include stormwater drainage improvements which will not include changing the vertical profile of the road. Cross-sections will not be provided for this section of the project.

11. **Miscellaneous Detail sheets**

12. **Traffic Control Plan** - The traffic control plan will include maintenance of traffic plans during construction as well as the phasing of the construction.

13. **Erosion Control/SWPPP Plans** – Erosion control plans will be prepared depicting site-specific erosion control measures, as well as general notes, details and specifications for additional erosion control measures that may be needed depending on site conditions. It is assumed that these plans will constitute the Stormwater Pollution Prevention Plan (SWPPP) that the contractor will utilize during construction.

14. **Utility Adjustment Plans** – Based on information provided by the various utility providers in the corridor, proposed utility adjustments will be detailed on these sheets in addition to the proposed utility improvements.

15. **Quantities** – Develop quantities consistent with City preferences and prepare an Opinion of Probable Costs (OPC). The OPC will be submitted with the 30%, 60%, 90% and 100% plans.

16. **Submittals** – GradyMinor will submit up to five (5) copies of the roadway plans at 30%, 60%, 90% and 100% completion stage to the City. In addition, GradyMinor will submit two (2) copies of the roadway plans at 30%, 60%, 90% and 100% to affected utility companies. Interim plan submittals will provide information generally consistent with the Plans Preparation Manual Checklist for interim submittals. An electronic copy will be provided at the Final plan submittal.



B. Utility Coordination

GradyMinor will be responsible for coordinating the proposed design with the affected utility companies within the project limits. The individual utility owners will designate the existing utilities within the project limits and assist the utilities during the design phase.

Each utility provider will be responsible for the design of their respective utilities for this project. These designs will be provided to GradyMinor by the utility provider in AutoCAD format for inclusion into the Roadway Plans for this project. GradyMinor will be responsible for coordinating with the utility providers for the proposed construction elements such that utility conflicts are minimized or avoided.

GradyMinor will provide to the utility owners, electronic PDF files of plans for each of the 30%, 60%, 90% and 100% submittals. GradyMinor cannot be responsible for the accuracy of the AutoCAD files after they are provided to the Utility owners, if requested.

C. Utility Locates

Subsurface utility excavation of the existing utilities to verify the location (horizontal and vertical), size and material of the existing mains within the project site. This proposal includes ten (10) soft digs within the existing pavement.

D. Signing and Marking Plans

Signing and pavement marking plan sheets, details, signing, wayfinding and General Notes sheet will be provided in accordance with City and MUTCD standards. The Signing and Marking Plans will be submitted at the 60%, 90% and 100% design phase submittals.

The plan set will include the following sheets:

1. Key sheet,
2. Notes and tabulation of quantities,
3. Signing and Pavement Marking Plans,

E. Lighting Plans

GradyMinor will contract with a subconsultant to prepare the design of the roadway light layout within the project area, including provision of photometric plots and data and will be submitted at the 60%, 90% and 100% plan submittals. It is understood that the roadway lighting layout will utilize the same decorative lights and poles (or equivalent) currently along Central Avenue, 3rd Avenue South and 8th Street.

The Project will only include lighting improvements as follows:

- 1st Avenue South – Extending from 8th Street South to Goodlette – Frank Road
- 12th Street South – Extending from 1st Avenue South to Central Avenue
- 10th Street – Extending only on the west side of the roadway from Central Avenue to 6th Avenue North

The plan set will include the following sheets,

1. Key sheet,
2. Notes and tabulation of quantities,
3. Lighting plans,
4. Pole Data Detail sheets,



Voltage Drop Calculations: Voltage drop calculations showing the equation or equations used along with the number of luminaries per circuit, the length of each circuit, the size conductor or conductors used, and their ohm resistance values will be submitted to the City. The voltage drop incurred on each circuit (total volts and percentage of drop) will be calculated.

F. Landscaping, Hardscape & Irrigation Plans

The landscape and irrigation improvements associated with this Project are outlined below:

- 1st Avenue South – Extending from 8th Street South to Goodlette – Frank Road
- 12th Street South – Extending from 1st Avenue South to Central Avenue
- 10th Street – Extending from U.S. 41 to Central Avenue as needed, to replace landscape impacted by stormwater and utility improvements.
- 10th Street – Extending from Central Avenue to 6th Avenue North as needed due to impacts from other necessary improvement.
- 10th Street – Extending from 6th Avenue North to 7th Avenue North

GradyMinor will prepare landscape architecture construction documents consisting of:

- Landscape architecture, hardscape plans, with dimensioning/horizontal control for hardscape, furnishings, signage, and other relevant component locations and dimensions.
- Landscape planting plans.
- Landscape, Hardscape & Irrigation plans.
- Enlargement plans for key design components, as necessary.
- Detail sheets for key components

Documents prepared under this task will be of sufficient detail for bidding, permit applications, and implementation purposes. Details will describe materials, finishes, systems, equipment, workmanship, quality and performance criteria. These documents will be submitted to the Client for review at the 60%, 90% and 100% plan submittals. It is assumed that proposed irrigation will be connected to the City's existing reclaimed water in the vicinity of the project corridor.

Task 4 – Bidding Assistance

A. Bidding Assistance

1. *Bid Document Preparation and Review.* GradyMinor will prepare and assemble construction bidding documents, including specifications for the subject Work and the construction contract. GradyMinor will coordinate with City of Naples Purchasing staff to issue bid packages for the submittal of quotations to perform the work and conduct one (1) pre-bid meeting with potential bidders. GradyMinor will assist the City in response to bidder's questions through the bid process. GradyMinor will review the bids and will prepare a written summary of this tabulation and evaluation and make a recommendation of award.

SCHEDULE

GradyMinor will provide the above Scope of Services as expeditiously as possible to meet a mutually agreed upon schedule. A detailed project schedule will be developed and discussed at the first progress meeting. The project schedule will be maintained throughout the performance of the scope of services. It is anticipated that the Scope of Services will be completed in eighteen (18) months after Notice to Proceed (NTP) for the design phase is received unless there are delays outside of the GradyMinor's control, such as delays associated with ROW issues and negotiations, unanticipated design or permitting issues, City requested design changes, etc.

GradyMinor understands that the City intends to bid the project out as one project phased to ensure the contractor will begin construction along 1st Avenue South in April 2025 and will be required to be complete for the section between 10th Street



and Goodlette – Frank Road by November 2025. The enclosed preliminary schedule details the 1st Avenue South, 12th Street South, and 10th Street Streetscape Design Project & Engineering Services with an anticipated NTP of September 1, 2023.

We propose to complete these tasks and deliver construction documents in accordance the following cost schedule. This cost schedule was developed utilizing the Florida Department of Transportation's (FDOT) Design Staff Hour Estimation (SHE) Guidelines and GradyMinor's recent similar project experience.

Task	Description	Fee	Fee Type
1	Planning, Public Involvement, Conceptual Design	\$385,910.00	LS
2	Permitting	\$41,360.00	LS
3	Engineering Design	\$479,065.00.00	LS
4	Bidding Assistance	\$4,100.00	LS
5	Reimbursable Expenses	\$10,766.50	Actual
	TOTAL	\$921,201.50	

This Proposal only includes those items specifically identified above and does not include construction services or permitting fees. Construction services will be under a separate proposal.

This Proposal is in response to the City of Naples 1st Avenue South, 12th Street South, and 10th Street Streetscape Design RFP 23-019 Any services requested beyond the scope of this Proposal will be performed for a fee negotiated when the scope of additional services is known or at the hourly rate schedule approved City of Naples. Invoices will be issued monthly, payable per the applicable City of Naples Purchasing Policy.

Any government imposed sales taxes or fees shall be added to our fees for services under this Proposal.

Very truly yours,

Daniel Flynn

Daniel Flynn P.E., PTOE
Project Manager

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, pursuant to ISO Form CG001, 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 all policies except workers' compensation and professional liability 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.

Note: Certificates of Insurance reflecting evidence of the required insurance shall be submitted with the response to the solicitation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # L077730 AssuredPartners of Florida, Naples 8950 Fontana Del Sol Way Suite 300 Naples, FL 34109		CONTACT NAME: Geri Randall PHONE (A/C, No, Ext): (800) 226-6117 FAX (A/C, No): (239) 261-2803 E-MAIL ADDRESS:	
INSURED Q Grady Minor & Associates PA 3800 Via Del Rey Bonita Springs, FL 34134		INSURER(S) AFFORDING COVERAGE	
		INSURER A : FCCI Insurance Company	NAIC # 10178
		INSURER B : Brierfield Insurance Company	10993
		INSURER C : Capitol Specialty Ins Corp	10328
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	GL100056295	4/5/2023	4/5/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CA100056299	4/5/2023	4/5/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	X	X	UMB100056300	4/5/2023	4/5/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ Gen'l Aggregate \$ 5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC010006864101	4/5/2023	4/5/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liabili			AE2021102502	4/5/2023	4/5/2024	2,000,000
B	Property			CP100056294	4/5/2023	4/5/2024	Bus. Pers. Property 267,839

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability
Shared Policy Aggregate: \$2,000,000
Professional Services Wrongful Act – Each Claim Limit: \$2,000,000
Pollution Incidents – Each Claim Limit: \$2,000,000
Technology Wrongful Acts – Each Claim Limit: \$2,000,000
Security / Privacy Incident – Each Claim Limit: \$2,000,000
Media Incidents – Each Claim Limit: \$2,000,000
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Naples
Purchasing Division
735 8th St. South
Naples, FL 34102

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Steve Buechel



ADDITIONAL REMARKS SCHEDULE

AGENCY AssuredPartners of Florida, Naples		License # L077730	NAMED INSURED Q Grady Minor & Associates PA 3800 Via Del Rey Bonita Springs, FL 34134
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

**Description of Operations/Locations/Vehicles:
Personal Injury Offenses – Each Claim Incident: \$2,000,000
Each Claim Retention: \$25,000
Claims Made Policy Form
Retroactive Date – All Coverages – June 1, 1981**

City of Naples is included as Additional Insured for General Liability on a primary and noncontributory basis including both ongoing and completed operations as required by written contract per form CGL 084.

City of Naples is included as Additional Insured for Auto Liability including waiver of subrogation as required by written contract per form CAU 058.

Waiver of subrogation for Workers Compensation is included in favor of Additional Insured as required by written contract per form WC 00 03 13.

Umbrella liability policy listed above follows underlying policy forms for General Liability, Auto Liability, and Workers Compensation.

30 days' notice of cancellation except 10 days for nonpayment.

D

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

All persons or organizations that, in a written contract executed by both parties prior to the date of the injury covered by this policy, require you to obtain this agreement from us.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **04/05/2023** Policy No. **WC0100068641-01**
Insured **Q. GRADY MINOR & ASSOCIATES PA**
Insurance Company **FCCI Insurance Company**

Endorsement No.
Premium \$ **Incl.**

Countersigned By _____

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

POLICY NUMBER: GL100056295-00

COMMERCIAL GENERAL LIABILITY
CGL 084 (10 13)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION
AGREEMENT WITH YOU – ONGOING OPERATIONS AND
PRODUCTS-COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons or Organizations
(As required by written contract or agreement per Paragraph A. below.) .

Locations of Covered Operations
(As per the written contract or agreement, provided the location is within the "coverage territory".) .

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and

3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;
 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
 3. Will not be broader than that which is afforded to you under this policy; and
 4. Nothing herein shall extend the term of this policy.
- B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 2. Supervisory, inspection, architectural or engineering activities.
- C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
- D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. **Section IV – Commercial General Liability Conditions** is amended as follows:

The Duties In The Event of Occurrence, Offense, Claim or Suit condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and
3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph C. above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

- F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the Commercial General Liability Coverage Form.

COMMERCIAL GENERAL LIABILITY
CGL 088 (01 15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIRST CHOICE CONTRACTORS LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Commercial General Liability Coverage Form, and will apply unless excluded by separate endorsement(s) to the Commercial General Liability Coverage Form.

The **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is amended as follows:

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE is amended as follows:

1. Extended "Property Damage"

Exclusion 2.a., Expected or Intended Injury, is replaced with the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Non-owned Watercraft

Exclusion 2.g. (2) (a) is replaced with the following:

- (a) Less than 51 feet long; and

3. Property Damage Liability – Borrowed Equipment

The following is added to Exclusion 2.j. (4):

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations. The most we will pay for "property damage" to any one borrowed equipment item under this coverage is \$25,000 per "occurrence". The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

4. Limited Electronic Data Liability

Exclusion 2.p. is replaced with the following:

p. **Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

The most we will pay under Coverage A for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is \$10,000.

We have no duty to investigate or defend claims or "suits" covered by this Limited Electronic Data Liability coverage.

The following definition is added to **SECTION V – DEFINITIONS** of the Coverage Form:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

For purposes of this **Limited Electronic Data Liability** coverage, the definition of "Property Damage" in **SECTION V – DEFINITIONS** of the Coverage Form is replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it;
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For purposes of this insurance, "electronic data" is not tangible property.

SECTION I – COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY is amended as follows:

Paragraph 2.e. Exclusions – the Contractual Liability Exclusion is deleted.

SECTION I – COVERAGES, the following coverages are added:

COVERAGE D. VOLUNTARY PROPERTY DAMAGE

1. Insuring Agreement

We will pay, at your request, for "property damage" caused by an "occurrence", to property of others caused by you, or while in your possession, arising out of your business operations. The amount we will pay for damages is described in **SECTION III LIMITS OF INSURANCE**.

2. Exclusions

This insurance does not apply to:

"Property Damage" to:

- a. Property at premises owned, rented, leased or occupied by you;
- b. Property while in transit;
- c. Property owned by, rented to, leased to, loaned to, borrowed by, or used by you;
- d. Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;
- e. Property caused by or arising out of the "products-completed operations hazard";
- f. Motor vehicles;
- g. "Your product" arising out of it or any part of it; or
- h. "Your work" arising out of it or any part of it.

3. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds \$250. We will then pay the amount of loss in excess of \$250 up to the applicable limit of insurance.

4. Cost Factor

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

COMMERCIAL GENERAL LIABILITY
CGL 088 (01 15)

The insurance afforded under COVERAGE D is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

Coverage D covers unintentional damage or destruction, but does not cover disappearance, theft, or loss of use.

The insurance under COVERAGE D does not apply if a loss is paid under COVERAGE E.

COVERAGE E. CARE, CUSTODY OR CONTROL**1. Insuring Agreement**

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" caused by an "occurrence", to property of others while in your care, custody, or control or property of others as to which you are exercising physical control if the "property damage" arises out of your business operations. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

2. Exclusions

This insurance does not apply to:

"Property Damage" to:

- a. Property at premises owned, rented, leased or occupied by you;
- b. Property while in transit;
- c. Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;
- d. Property caused by or arising out of the "products-completed operations hazard";
- e. Motor vehicles;
- f. "Your product" arising out of it or any part of it; or
- g. "Your work" arising out of it or any part of it.

3. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds \$250. We will then pay the amount of loss in excess of \$250 up to the applicable limit of insurance.

4. Cost Factor

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance afforded under COVERAGE E is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

The insurance under COVERAGE E does not apply if a loss is paid under COVERAGE D.

COVERAGE F. LIMITED PRODUCT WITHDRAWAL EXPENSE**1. Insuring Agreement**

- a. If you are a "seller", we will reimburse you for "product withdrawal expenses" associated with "your product" incurred because of a "product withdrawal" to which this insurance applies.

The amount of such reimbursement is limited as described in SECTION III - LIMITS OF INSURANCE. No other obligation or liability to pay sums or perform acts or services is covered.

- a. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:
 - (1) You determine that the "product withdrawal" is necessary; or
 - (2) An authorized government entity has ordered you to conduct a "product withdrawal".
- c. We will reimburse only those "product withdrawal expenses" which are incurred and reported to us within one year of the date the "product withdrawal" was initiated.
- d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:
 - (1) When you have announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct a "product withdrawal" This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party;
 - (2) When you received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal"; or
 - (3) When a third party has initiated a "product withdrawal" and you communicate agreement with the "product withdrawal", or you announce to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to participate in the "product withdrawal", whichever comes first.
- e. "Product withdrawal expenses" incurred to withdraw "your products" which contain:
 - (1) The same "defect" will be deemed to have arisen out of the same "product withdrawal"; or
 - (2) A different "defect" will be deemed to have arisen out of a separate "product withdrawal" if newly determined or ordered in accordance with paragraph 1.b of this coverage.

2. Exclusions

This insurance does not apply to "product withdrawal" expenses" arising out of:

- a. Any "product withdrawal" initiated due to:
 - (1) The failure of "your products" to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property.
 - (2) Copyright, patent, trade secret or trademark infringements;
 - (3) Transformation of a chemical nature, deterioration or decomposition of "your product", except if it is caused by:
 - (a) An error in manufacturing, design, processing or transportation of "your product"; or
 - (b) "Product tampering".
 - (4) Expiration of the designated shelf life of "your product".
- b. A "product withdrawal", initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the inception date of this Coverage Part or prior to the time "your product" leaves your control or possession.
- c. Recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage A - Bodily Injury And Property Damage Liability by endorsement.
- d. Recall of "your products" which have been banned from the market by an authorized government entity prior to the policy period.
- e. The defense of a claim or "suit" against you for "product withdrawal expenses".

COMMERCIAL GENERAL LIABILITY
CGL 088 (01 15)

3. For the purposes of the insurance afforded under COVERAGE F, the following is added to 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:
- e. Duties In The Event Of A "Defect" Or A "Product Withdrawal"
- (1) You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your products", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:
 - (a) How, when and where the "defect" was discovered;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".
 - (2) If a "product withdrawal" is initiated, you must:
 - (a) Immediately record the specifics of the "product withdrawal" and the date it was initiated;
 - (b) Send us written notice of the "product withdrawal" as soon as practicable; and
 - (c) Not release, consign, ship or distribute by any other method, any product, or like or similar products, with an actual, suspected or threatened defect.
 - (3) You and any other involved insured must:
 - (a) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";
 - (b) Authorize us to obtain records and other information; and
 - (c) Cooperate with us in our investigation of the "product withdrawal".
4. For the purposes of this Coverage F, the following definitions are added to the Definitions Section:
- a. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.
 - b. "Product tampering" is an act of intentional alteration of "your product" which may cause or has caused "bodily injury" or physical injury to tangible property.
When "product tampering" is known, suspected or threatened, a "product withdrawal" will not be limited to those batches of "your product" which are known or suspected to have been tampered with.
 - c. "Product withdrawal" means the recall or withdrawal of "your products", or products which contain "your products", from the market or from use, by any other person or organization, because of a known or suspected "defect" in "your product", or a known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property.
 - d. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below paid and directly related to a "product withdrawal":
 - (1) Costs of notification;
 - (2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;
 - (3) Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;
 - (4) Costs of computer time;
 - (5) Costs of hiring independent contractors and other temporary employees;
 - (6) Costs of transportation, shipping or packaging;
 - (7) Costs of warehouse or storage space; or

- (8) Costs of proper disposal of "your products", or products that contain "your products", that cannot be reused, not exceeding your purchase price or your cost to produce the products; but "product withdrawal expenses" does not include costs of the replacement, repair or redesign of "your product", or the costs of regaining your market share, goodwill, revenue or profit.
- e. "Seller" means a person or organization that manufactures, sells or distributes goods or products. "Seller" does not include a "contractor" as defined elsewhere in this endorsement.

The insurance under COVERAGE F does not apply if a loss is paid under COVERAGE G.

COVERAGE G. CONTRACTORS ERRORS AND OMISSIONS

1. Insuring Agreement

If you are a "contractor", we will pay those sums that you become legally obligated to pay as damages because of "property damage" to "your product", "your work" or "impaired property", due to faulty workmanship, material or design, or products including consequential loss, to which this insurance applies. The damages must have resulted from your negligent act, error or omission while acting in your business capacity as a contractor or subcontractor or from a defect in material or a product sold or installed by you while acting in this capacity. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

We have no duty to investigate or defend claims or "suits" covered by this Contractors Errors or Omissions coverage.

This coverage applies only if the "property damage" occurs in the "coverage territory" during the policy period.

This coverage does not apply to additional insureds, if any.

Supplementary Payments – Coverage A and B do not apply to Coverage G. Contractors Errors and Omissions.

2. Exclusions

This insurance does not apply to:

- a. "Bodily injury" or "personal and advertising injury".
- b. Liability or penalties arising from a delay or failure to complete a contract or project, or to complete a contract or project on time.
- c. Liability because of an error or omission:
 - (1) In the preparation of estimates or job costs;
 - (2) Where cost estimates are exceeded;
 - (3) In the preparation of estimates of profit or return on capital;
 - (4) In advising or failure to advise on financing of the work or project; or
 - (5) In advising or failing to advise on any legal work, title checks, form of insurance or suretyship.
- d. Any liability which arises out of any actual or alleged infringement of copyright or trademark or trade dress or patent, unfair competition or piracy, or theft or wrongful taking of concepts or intellectual property.
- e. Any liability for damages:
 - (1) From the intentional dishonest, fraudulent, malicious or criminal acts of the Named Insured, or by any partner, member of a limited liability company, or executive officer, or at the direction of any of them; or
 - (2) Which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended.

COMMERCIAL GENERAL LIABILITY
CGL 088 (01 15)

- f. Any liability arising out of manufacturer's warranties or guarantees whether express or implied.
- g. Any liability arising from "property damage" to property owned by, rented or leased to the insured.
- h. Any liability incurred or "property damage" which occurs, in whole or in part, before you have completed "your work." "Your work" will be deemed completed at the earliest of the following times:
 - (1) When all of the work called for in your contract or work order has been completed;
 - (2) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or
 - (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service or maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as complete.

- i. Any liability arising from "property damage" to products that are still in your physical possession.
- j. Any liability arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
 - (1) Providing engineering, architectural or surveying services to others; and
 - (2) Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with construction work you perform.

Professional services include the preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications. Professional services also include supervisory or inspection activities performed as part of any related architectural or engineering activities.

But, professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

- k. Your loss of profit or expected profit and any liability arising therefrom.
 - l. "Property damage" to property other than "your product," "your work" or "impaired property."
 - m. Any liability arising from claims or "suits" where the right of action against the insured has been relinquished or waived.
 - n. Any liability for "property damage" to "your work" if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.
 - o. Any liability arising from the substitution of a material or product for one specified on blueprints, work orders, contracts or engineering specifications unless there has been written authorization, or unless the blueprints, work orders, contracts or engineering specifications were written by you, and you have authorized the changes.
 - p. Liability of others assumed by the insured under any contract or agreement, whether oral or in writing. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
- 3. For the purposes of Coverage G, the following definition is added to the Definitions section:**
- a. "Contractor" means a person or organization engaged in activities of building, clearing, filing, excavating or improvement in the size, use or appearance of any structure or land. "Contractor" does not include a "seller" as defined elsewhere in this endorsement.

4. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds \$250. The limits of insurance will not be reduced by the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit", and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

5. Cost Factor

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance under COVERAGE G does not apply if a loss is paid under COVERAGE F.

COVERAGE H. LOST KEY COVERAGE

1. Insuring Agreement

We will pay those sums, subject to the limits of liability described in SECTION III LIMITS OF INSURANCE in this endorsement and the deductible shown below, that you become legally obligated to pay as damages caused by an "occurrence" and due to the loss or mysterious disappearance of keys entrusted to or in the care, custody or control of you or your "employees" or anyone acting on your behalf. The damages covered by this endorsement are limited to the:

- a. Actual cost of the keys;
- b. Cost to adjust locks to accept new keys; or
- c. Cost of new locks, if required, including the cost of installation.

2. Exclusions

This insurance does not apply to:

- a. Keys owned by any insured, employees of any insured, or anyone acting on behalf of any insured;
- b. Any resulting loss of use; or
- c. Any of the following acts by any insured, employees of any insured, or anyone acting on behalf of any insured:
 - 1) Misappropriation;
 - 2) Concealment;
 - 3) Conversion;
 - 4) Fraud; or
 - 5) Dishonesty.

3. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds \$1,000. The limits of insurance will not be reduced by the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

EXPANDED COVERAGE FOR TENANT'S PROPERTY AND PREMISES RENTED TO YOU

The first paragraph after subparagraph (6) in Exclusion j., Damage to Property is amended to read as follows:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

COMMERCIAL GENERAL LIABILITY
CGL 088 (01 15)

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGE A and B is amended as follows:

All references to SUPPLEMENTARY PAYMENTS – COVERAGES A and B are amended to SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, E, G, and H.

1. Cost of Bail Bonds

Paragraph 1.b. is replaced with the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Loss of Earnings

Paragraph 1.d. is replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

SECTION II – WHO IS AN INSURED is amended as follows:

1. Incidental Malpractice

Paragraph 2.a.(1)(d) is replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. However, this exclusion does not apply to a nurse, emergency medical technician or paramedic employed by you to provide medical services, unless:
 - (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or
 - (ii) The "employee" has another insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

2. Broadened Who Is An Insured

The following are added to Paragraph 2.:

Subsidiaries

- e. Your subsidiaries if:
 - (1) They are legally incorporated entities; and
 - (2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy. If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

Additional Insureds

- f. Any person or organization described in paragraphs g. through k. below whom you are required to add as an additional insured on this policy under a written contract or agreement in effect during the term of this policy, provided the written contract or agreement was executed prior to the "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured seeks coverage.

However, the insurance afforded to such additional insured(s):

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
- (3) Will not be broader than that which is afforded to you under this policy;
- (4) Is subject to the conditions described in paragraphs g. through k. below; and
- (5) Nothing herein shall extend the term of this policy.

g. Owner, Lessor or Manager of Premises

If the additional insured is an owner, lessor or manager of premises, such person or organization shall be covered only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you and subject to the following additional exclusions:

- (1) Any "occurrence" that takes place after you cease to occupy those premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

h. State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations

If the additional insured is the state or any political subdivision, the state or political subdivision shall be covered only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit or authorization. This insurance does not apply to:

- (1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

i. Lessor of Leased Equipment

If the additional insured is a lessor of leased equipment, such lessor shall be covered only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

j. Mortgagee, Assignee, or Receiver

If the additional insured is a mortgagee, assignee, or receiver of premises, such mortgagee, assignee or receiver of premises is an additional insured only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

k. Vendor

If the additional insured is a vendor, such vendor is an additional insured only with respect to "bodily injury" or "property damage" caused by "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (1) The insurance afforded to the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in absence of the contract or agreement.
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in "your product" made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

COMMERCIAL GENERAL LIABILITY
CGL 088 (01 15)

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - i. The exceptions contained in Subparagraphs d. or f.; or
 - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. Newly Formed or Acquired Organizations

Paragraph 3. is amended as follows:

- a. Coverage under this provision is afforded until the end of the policy period.
- d. Coverage A does not apply to product recall expense arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

SECTION III – LIMITS OF INSURANCE is amended as follows:

1. Paragraph 2. is replaced with the following:

- 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - c. Damages under Coverage B;
 - d. Voluntary "property damage" payments under Coverage D;
 - e. Care, Custody or Control damages under Coverage E.; and
 - f. Lost Key Coverage under Coverage H.

2. Paragraph 5. is replaced with the following:

- 5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A;
 - b. Medical expenses under Coverage C;
 - c. Voluntary "property damage" payments under Coverage D;
 - d. Care, Custody or Control damages under Coverage E;
 - e. Limited Product Withdrawal Expense under Coverage F;
 - f. Contractors Errors and Omissions under Coverage G.; and,
 - g. Lost Key Coverage under Coverage H.

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

3. Paragraph 6. is replaced with the following:

- 6. Subject to Paragraph 5. above the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you,

or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You Limit is the higher of the Each Occurrence Limit shown in the Declarations or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

4. Paragraph 7. is replaced with the following:

7. Subject to Paragraph 5. above, the higher of \$10,000 or the Medical Expense Limit shown in the Declarations is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

5. Paragraph 8. is added as follows:

8. Subject to Paragraph 5. above, the most we will pay under Coverage D. Voluntary Property Damage for loss arising out of any one "occurrence" is \$1,500. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is \$3,000.

6. Paragraph 9. is added as follows:

9. Subject to Paragraph 5. above, the most we will pay under Coverage E. Care, Custody or Control for "property damage" arising out of any one "occurrence" is \$1,000. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is \$5,000.

7. Paragraph 10. is added as follows:

10. Subject to Paragraph 5. above, the most we will pay under Coverage F. Limited Product Withdrawal Expense for "product withdrawal expenses" in any one-policy period, regardless of the number of insureds, "product withdrawals" initiated or number of "your products" withdrawn is \$10,000.

8. Paragraph 11. is added as follows:

11. Subject to Paragraph 5. above, the most we will pay under Coverage G. Contractors Errors and Omissions for damage in any one-policy period, regardless of the number of insureds, claims or "suits" brought, or persons or organizations making claim or bringing "suits" is \$10,000.

For errors in contract or job specifications or in recommendations of products or materials to be used, this policy will not pay for additional costs of products and materials to be used that would not have been incurred had the correct recommendations or specifications been made.

9. Paragraph 12. is added as follows:

12. Subject to Paragraph 5. above, the most we will pay under Coverage H., Lost Key Coverage for damages arising out of any one occurrence is \$50,000.

10. Paragraph 13. is added as follows:

13. The General Aggregate Limit applies separately to:
- a. Each of your projects away from premises owned by or rented to you; or
 - b. Each "location" owned by or rented to you.
- "Location" as used in this paragraph means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

11. Paragraph 14. is added as follows:

14. With respect to the insurance afforded to any additional insured provided coverage under this endorsement:
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement; or

COMMERCIAL GENERAL LIABILITY
CGL 088 (01 15)

- b. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. Subparagraph 2.a. of Duties In The Event Of Occurrence, Offense, Claim, or Suit is replaced with the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. This requirement applies only when the "occurrence" or offense is known to the following:
- (1) An individual who is the sole owner;
 - (2) A partner, if you are a partnership or joint venture;
 - (3) An "executive officer" or insurance manager, if you are a corporation;
 - (4) A manager, if you are a limited liability company;
 - (5) A person or organization having proper temporary custody of your property if you die;
 - (6) The legal representative of you if you die; or
 - (7) A person (other than an "employee") or an organization while acting as your real estate manager.

To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

2. The following is added to Subparagraph 2.b. of Duties In The Event Of Occurrence, Offense, Claim, or Suit:

The requirement in 2.b.applies only when the "occurrence" or offense is known to the following:

- (1) An individual who is the sole owner;
- (2) A partner or insurance manager, if you are a partnership or joint venture;
- (3) An "executive officer" or insurance manager, if you are a corporation;
- (4) A manager or insurance manager, if you are a limited liability company;
- (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization;
- (6) A person or organization having proper temporary custody of your property if you die;
- (7) The legal representative of you if you die; or
- (8) A person (other than an "employee") or an organization while acting as your real estate manager.

3. The following is added to paragraph 2. of Duties in the Event of Occurrence, Offense, Claim or Suit:

- e. If you report an "occurrence" to your workers compensation carrier that develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such an "occurrence" to us at the time of the "occurrence" shall not be deemed a violation of paragraphs a., b., and c. above. However, you shall give written notice of this "occurrence" to us as soon as you become aware that this "occurrence" may be a liability claim rather than a workers compensation claim.

4. Paragraph 6. is replaced with the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Any error or omission in the description of, or failure to completely describe or disclose any premises, operations or products intended to be covered by the Coverage Form will not invalidate or affect coverage for those premises, operations or products, provided such error or omission or failure to completely describe or disclose premises, operations or products was not intentional.

You must report such error or omission to us as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium charges or exercise our right of cancellation or nonrenewal.

5. The following is added to paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:

However, we waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" under the following conditions:

- a) Only when you have agreed in writing to waive such rights of recovery in a contract or agreement;
- b) Only as to the person/entity as to whom you are required by the contract to waive rights of recovery; and
- c) Only if the contract or agreement is in effect during the term of this policy, and was executed by you prior to the loss.

6. Paragraph 10. is added as follows:

10. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the applicable state(s).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AUTOMATIC INSURED – BUSINESS AUTO POLICY
PRIMARY/NON-CONTRIBUTING WHEN REQUIRED BY CONTRACT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement is subject to the terms, conditions, exclusions and any other provisions of the **BUSINESS AUTO COVERAGE FORM** or any endorsement attached thereto unless changes or additions are indicated below.

For the purpose of this endorsement, Section II.A.1. Who Is An Insured is amended by adding the following:

1. Any person or organization when you and such person have agreed in writing in a contract signed and executed by you prior to the loss for which coverage is sought, that such person or organization be added as an "insured" on your auto policy. Such person or organization shall be an "insured" to the extent your negligent actions or omissions impose liability on such "insured" without fault on its part.
2. This insurance is primary and non-contributory to other liability coverages of the person or organization being added to this policy as an "insured" when so required in a written contract or agreement that is executed prior to the loss for which coverage is sought.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO FIRST CHOICE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Business Auto Coverage Form, and will apply unless excluded by separate endorsement(s) to the Business Auto Coverage Form.

With respect to coverages provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by this endorsement.

The Business Auto Coverage Form is amended as follows:

SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended as follows:

A. Paragraph 1. Who Is An Insured in section **A. Coverage** is amended by the addition of the following:

- d.** Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form. However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limits of insurance. In order for such subsidiaries to be considered insured under this policy, you must notify us of such subsidiaries within 60 days of policy effective date.
- e.** Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain sole ownership or a majority interest. However, coverage under this provision:
 - (1)** Does not apply if the organization you acquire or form is an "insured" under another liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;
 - (2)** Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (3)** Is afforded only for the first 90 days after you acquire or form the organization or until the end of the policy period, whichever comes first.
- f.** Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.
- g.** Any "employee" of yours using:
 - (1)** a covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by an "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
 - (2)** an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household

- h. Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire or borrow, while performing duties related to the conduct of your business or your personal affairs.
- B. Paragraphs (2) and (4) under section 2. Coverage Extensions, a. Supplementary Payments are deleted and replaced by the following:
- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" solely at our request, including actual loss of earnings up to \$500 a day because of time off from work.
- C. Paragraph 5. under section B. Exclusions is deleted and replaced by the following:
- 5. Fellow Employee**
- "Bodily injury" to:
- a. Any fellow "employee" of the "insured" arising out of and in the course of a fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers or managers if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. Coverage is excess over any other collectible insurance; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

SECTION III – PHYSICAL DAMAGE COVERAGE is amended as follows:

- A. Paragraph 4. Coverage Extensions under section A. Coverage is deleted and replaced by the following:
- 4. Coverage Extensions**
- a. **Transportation Expenses**
- We will pay up to \$50 per day to a total maximum of \$1,500 for temporary transportation expense incurred by you due to covered loss to any covered auto. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after a loss and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
- b. **Loss of Use Expenses**
- For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:
- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for hired "autos";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for hired "autos"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for hired "autos".
- However, the most we will pay for any expenses for loss of use to any one vehicle is \$75 per day, to a total maximum of \$1,500.
- B. The following is added to paragraph 4. Coverage Extensions under section A. Coverage:
- c. **Fire Department Service Charge**
- When a fire department is called to save or protect a covered "auto", its equipment, its contents, or occupants from a covered cause of loss, we will pay up to \$1,000 for your liability for fire department service charges assumed by contractor or agreement prior to loss.
- No deductible applies to this additional coverage.

COMMERCIAL AUTO
CAU 058 (05 19)

d. Auto Loan/Lease Gap Coverage

The following provisions apply:

- (1) If a long term leased "auto", under an original lease agreement, is a covered "auto" under this coverage form and the lessor of the covered "auto" is named as an additional insured under this policy, in the event of a total loss to the leased covered "auto", we will pay any unpaid amount due on the lease, less the amount paid under the Physical Damage Coverage Section of the policy; and less any:
- (a) Overdue lease or loan payments including penalties, interest, or other charges resulting from overdue payments at the time of the "loss";
 - (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases.
- (2) If an owned "auto" is a covered "auto" under this coverage form and the loss payee of the covered "auto" is named a loss payee under this policy, in the event of a total loss to the covered "auto", we will pay any unpaid amount due on the loan, less the amount paid under the Physical Damage Coverage Section of the policy; and less any:
- (a) Overdue loan payments at the time of the "loss";
 - (b) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the loan; and
 - (c) Carry-over balances from previous loans.

C. Paragraph 3. under section B. Exclusions is deleted and replaced by the following:

3. We will not pay for "loss" due and confined to:
- a. Wear and tear, freezing, mechanical or electrical breakdown
 - b. Blowouts, punctures or other road damage to tires

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

However, this exclusion does not include the discharge of an airbag in a covered "auto" you own that inflates due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b and A.1.c. but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated

We will pay up to a maximum of \$1,000 for any one "loss".

D. Section D. Deductible is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations subject to the following:

Any Comprehensive Coverage deductible shown in the Declarations does not apply to:

- (1) "Loss" caused by fire or lightning; and
- (2) "Loss" arising out of theft of your vehicle if your vehicle is equipped with an active GPS tracking system.

(3) Glass damage if repaired rather than replaced.

SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

A. The following is added to paragraph a. under section A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss:

This duty applies when the "accident", claim, "suit" or "loss" is first known to:

- (a) You, if you are an individual;
- (b) A partner, if you are a partnership;
- (c) An executive officer or insurance manager, if you are a corporation; or
- (d) A member or manager, if you are a limited liability company.

B. Condition 5. Transfer of Rights of Recovery against Others to Us under section A. Loss Conditions is deleted and replaced by the following:

5. Transfer of Rights of Recovery against Others to Us

If a person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing of such a waiver with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this coverage form.

C. The following is added to Condition 2. Concealment, Misrepresentation or Fraud under section B. General Conditions:

However, if you unintentionally fail to disclose any hazards at the inception of your policy, we will not deny coverage under this coverage form because of such failure. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

D. Paragraph b. of Condition 5. Other Insurance under section B. General Conditions is deleted and replaced by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own;**
 - (1) Any covered "auto" you lease, hire, rent or borrow; and
 - (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

EXHIBIT C - E-VERIFY AFFIDAVIT

Attachment: Immigration Law Affidavit Certification

This Affidavit is required and should be signed by an authorized principal of the firm, notarized and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program, may deem the (Vendor / Bidder) being a Contractor, Firm, Consultant, etc., and their Submittal of a Bid (ITB, RFP, RFQ, etc.) as non-responsive.

City of Naples will not intentionally award CITY contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

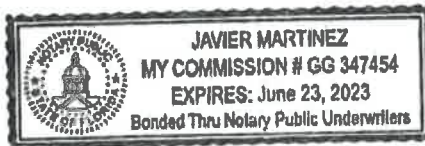
City of Naples may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by City of Naples.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's / Bidder's proposal.

Company Name Q. Grady Minor & Associates, P.A.
Print Name Mark W. Minor, P.E. Title President
Signature _____ Date 05/02/2023
State of Florida
County of Lee

The foregoing instrument was signed and acknowledged before me this 2nd day of May, 2023, by Mark W. Minor, P.E. who has produced _____ who is personally known to me _____ as identification.
(Print or Type Name) (Type of Identification and Number)

Javier Martinez
Notary Public Signature
Javier Martinez
Printed Name of Notary Public
GG 347454 / June 23, 2023
Notary Commission Number/Expiration



The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.