

CITY OF NAPLES, FLORIDA

AGREEMENT (PROFESSIONAL SERVICES)

Bid/Proposal No. 051-12

Contract No. 12-00053

Project Name Beach Parking Pay Stations

THIS AGREEMENT (the "Agreement") is made and entered into this **September 19, 2012**, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Duncan Parking Technologies, Inc**, a Wisconsin corporation, **633 W. Wisconsin Ave., Suite 1600, Milwaukee, WI 53203**, (the "CONTRACTOR").

WITNESSETH:

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

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

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

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

ARTICLE ONE CONTRACTOR'S RESPONSIBILITY

1.1. The Services to be performed by CONTRACTOR are generally described as **providing and installing beach parking pay stations**, and may be more fully described in the Scope of Services, attached as **EXHIBIT A** and made a part of this Agreement.

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

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

1.4. CONTRACTOR agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified licensed professional to serve as the

CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

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

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

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

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

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

ARTICLE TWO CITY'S RESPONSIBILITIES

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONTRACTOR's services for the Project. However, the Project

Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

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

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

2.2. The Project Coordinator shall:

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

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

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

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

ARTICLE THREE TIME

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and shall be performed and completed by **September 5, 2013, in addition, CONTRACTOR shall continue to provide monthly service for three years at the fees in Exhibit A-1.** Time is of the essence with respect to the performance of this Agreement.

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

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONTRACTOR's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR's sole remedy against the CITY will be the

right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

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

ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services shall not exceed the line item prices listed on the attached **EXHIBIT A-1** for those items so listed and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **EXHIBIT A-1** and made a part of this Agreement.

ARTICLE FIVE MAINTENANCE OF RECORDS

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

ARTICLE SIX INDEMNIFICATION

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

ARTICLE SEVEN INSURANCE

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

ARTICLE EIGHT SERVICES BY CONTRACTOR'S OWN STAFF

8.1. The services to be performed hereunder shall be performed by the CONTRACTOR's own staff, unless

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

ARTICLE NINE WAIVER OF CLAIMS

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

ARTICLE TEN TERMINATION OR SUSPENSION

10.1. The CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the CONTRACTOR or by any of the CONTRACTOR's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the CONTRACTOR at least 10 calendar days' written notice.

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

10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 10 calendar day's written notice to the CONTRACTOR. In the event of such termination for convenience, the CONTRACTOR's recovery against the CITY shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by the CONTRACTOR that are directly attributable to the termination, but the CONTRACTOR shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

ARTICLE ELEVEN CONFLICT OF INTEREST

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

services.

**ARTICLE TWELVE
MODIFICATION**

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

**ARTICLE THIRTEEN
NOTICES AND ADDRESS OF RECORD**

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

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

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

Duncan Parking Technologies, Inc
633 W. Wisconsin Ave., Suite 1600
Milwaukee, WI 53203
Attention: **Contracts**

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

**ARTICLE FOURTEEN
MISCELLANEOUS**

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

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

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

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

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

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

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

ARTICLE FIFTEEN APPLICABLE LAW

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

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

ATTEST:

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By: Patricia L. Rambošk
Patricia L. Rambošk, City Clerk

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

Approved as to form
and legal sufficiency:

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

CONTRACTOR:

Duncan Parking Technologies, Inc
A Delaware Corporation

By: Dwight H. Stewart
Its President

Witness [Signature]

(CORPORATE SEAL)

General Contract (not Architects/Engineers)

EXHIBIT A

SCOPE OF SERVICES

CONTRACTOR will deliver and install eleven (11) VM pay stations & modules, six (6) SSM-Liberty meters, spare parts for the VM, pay stations and the AutoTRAX Meter Management System pursuant to the terms and conditions, warranty as specified in **EXHIBIT A-1**. Locations will be determined by the CITY.

CONTRACTOR agrees to hold prices of all products and services submitted in response to the CITY'S Request-for-Proposal #051-12 for a period of one year. Monthly fee prices will not increase for a period of three (3) years.

EXHIBIT A-1

**Duncan VM Pay-by-Space & Liberty Single-Space Meter Quote
(Phase One - Final Pricing)**



Prepared for:	Naples	Ship-to Region:	FL
Quote ID:	12 09 06 12	Prepared Dated:	09/06/2012
Sales Rep:	Tracey Bruch	Expiry Date:	10/06/2012

Product ID	Description	Unit Price	Qty	Extended Price
1. Meter(s) and Modules				
VM-POW	VM Meter (Steel, Powder-Coated Black, coin acceptance, including mechanical locks and intelligent cashbox)	\$ 6,955.00	11	\$ 76,505.00
VM-POW-IKS	Surface Mount Installation Kit w/ Protective Skirt (Steel, Powder-Coated)	Included	11	Included
VM-HCR	Hybrid Card Reader Module Fitted	Included	11	Included
VM-WC	Wireless Communications Module Fitted	Included	11	Included
VM-APD	Anti Probe Device Fitted	Included	11	Included
VM-SOL	Solar Panel w/ rechargeable battery	Included	11	Included
VM-GCB	Green Cell Battery	Included	11	Included
Subtotal				\$ 76,505.00
2. Software				
SW - PAM	Pay-at-any-Meter Software	\$ 2,000.00	1	Optional
Subtotal				\$ -
3. Single Space Meters				
SSM - LIBERTY	Duncan Liberty Single Space Electronic Mechanism w/ Credit Card Acceptance and Wireless Communication.	\$ 499.00	6	\$ 2,994.00
Subtotal				\$ 2,994.00
4. Single Space Housing				
905	Model 90 Single Housing (standard color with DE Locks and Large Sealed Coin Box)	\$ 277.60	6	\$ 1,665.60
Subtotal				\$ 1,665.60
5. Project Management and Training				
PROJECT MANAGEMENT	Includes project set-up, customer-specific configuration of meter and systems (locations, spaces, operating hours, holidays, rates, coins, screens, credit card interface etc.), system testing & implementation.	Flat Rate		\$ 3,000.00
TRAIN	On-site training for City staff including, but not limited to meter technicians, meter collections, meter enforcement, finance department and management personnel.	Flat Rate		\$ 3,000.00
INSTALL SERVICES & COMMISSIONING	Surface Mount Installation of 11VM Meters including insllation of anchor bolts and base plate, mounting of meter and base skirt (conditions permitting). Istallation of 6 Liberty Meters & 6 Model 90 Housings - <i>does not</i> include installation of poles and bases. Includes onstreet commissioning of 11 VM Meters and 6 Liberty Meters.	Volume Dependent Rate		\$ 10,125.00
Subtotal				\$ 16,125.00
6. Spare Parts and Accessories				
SPARE PARTS	Comprehensive package of spare parts (see no. 11 below)	\$ 11,213.50	1	\$ 11,213.50
Subtotal				\$ 11,213.50
7. Extended Maintenance & Support (MSM)				
EXT-MAINT-VM-2	Second Year Optional Extended Maintenance & Support for Duncan VM Meter (coverage begins one year after purchase date).	\$ 400.00	11	\$ 4,400.00
EXT-MAINT-VM-3	Third Year Optional Extended Maintenance & Support for Duncan VM Meter (coverage begins two years after purchase date).	\$ 400.00	11	\$ 4,400.00
Subtotal Extended Maintenance & Support				\$ 8,800.00
8. Extended Maintenance & Support (Liberty)				
EXT-MAINT-LIB-2	Second Year Extended Maintenance and Support for Liberty Single Space Mechanisms (coverage begins one year after purchase date). Includes a 50% discount off list price.	\$ 37.50	6	\$ 225.00
EXT-MAINT-LIB-3	Third Year Extended Maintenance and Support for Liberty Single Space Mechanisms (coverage begins two years after purchase date).	\$ 70.00	6	\$ 420.00
Subtotal Extended Maintenance & Support				\$ 645.00
TOTAL PRICE QUOTE				\$ 117,948.10

Duncan VM Pay-by-Space & Liberty Single-Space Meter Quote (Phase One - Final Pricing)



Prepared for:	Naples	Ship-to Region:	FL
Quote ID:	12 09 06 12	Prepared Dated:	09/06/2012
Sales Rep:	Tracey Bruch	Expiry Date:	10/06/2012

Product ID	Description	Unit Price	Qty	Extended Price
9. Additional Fees - (Monthly)				
WS-AT	AutoTRAX Wireless Parking Management includes user licensing, remote access via Internet, system hosting, wireless communications costs and telephone & internet support services (per meter/per month)*	\$ 55.00	11	\$ 605.00
SSM - CC - WIRE	Monthly wireless AutoTRAX Meter Management fee per single space credit card meter (per meter/per month)*	\$ 8.50	6	\$ 51.00
Subtotal Monthly Fees				\$ 656.00

10. Comments

Sales Tax, if applicable, is not quoted and must be paid directly to the taxing authority.
 Freight is F.O.B. Origin. Freight Collect.
 Payment for equipment is due net 30 days upon product delivery. Payment for software, implementation and training is due net 30 days from completion of installation. A late fee of 1.5% per month or as allowed by law, applies.
 Customer will be invoiced upon delivery of equipment and monthly in advance for recurring wireless service fees.
 Delivery time varies with meter color selection, but is typically 60-90 days after receipt of Purchase Order AND sign-off of meter programming information. Lead-time for Liberty is Negotiable.
 Equipment is covered by a 1-year standard manufacturer's warranty. Software fixes identified by Duncan are available while AutoTRAX fees are paid. Please refer to separate meter warranty description. Spare part modules are recommended to be purchased and held on-site to minimize any meter down-time. Quote does not include physical site preparation, installation or mounting of meters. A quote for site work and installation services can be provided upon Please see attached Terms and Conditions.
 *Additional service and transaction processing costs apply from third parties, including: Credit card gateway transaction and merchant fees. Customer is responsible for setting up credit card gateway compatible with Duncan credit card enabled meters. Contact your sales representative or project manager for additional details
NOTE: New meter deliveries include at minimum one (1) Technician's IR Key. Additional Tech Keys can be purchased upon request.
NOTE: Real-time meter enforcement information is available via most Duncan approved web-enabled PDA device (e.g., iPhone, etc)

11. Recommended Spare Parts

		Price for Spares Package
385-0381-1015	VM / VS Electronics Module w/ GPRS Module	2
385-0381-1008	Hybrid Card Reader Assembly	2
380-0000-9036	Green Cell Battery	3
382-0300-0113	VM/VS Solar Battery	3
380-0206-9044	Coin Validator - Cash Flow 330 Wet Deck	2
381-0007-0278	APD (Coin Slot Anti Probe Device)	2
381-0114-0004	Piezo Keypad Assembly	2
380-0300-0149	Cashbox - High Security Black One-Shot (1 spare per meter)	6
820-0000-0641	Test Credit Cards	2
385-9000-0001	Credit Card Cleaning Swipe	12
Subtotal		\$ 11,213.50

I hereby certify that the products and services referenced above have been requested and that by signing below I am confirming the order and agree to the terms and conditions presented in this proposal

 Authorized Signature

 Print or Type Name

 Date

4. Maintenance / Warranty

4.1. Warranty

Duncan offers an outstanding warranty and customer support program to help protect the City's investment and ensure a favorable customer experience.

Duncan strives to provide a comprehensive program for warranty and support for products delivered to our clients. We believe satisfaction is borne from the basic principles of delivering and sustaining a reliable solution with consistent results. As such, we have outlined a warranty program that we feel will meet or exceed the City's requirements.

Product Warranty

LIMITED WARRANTY: Duncan Parking Technologies, Inc. (Duncan), a Duncan Solutions company, expressly warrants its parking meter products against defects in materials and/or workmanship for a period of twelve (12) months from date of installation or fourteen (14) months from date of delivery to the customer, whichever is sooner.

This includes electronic modules, replacement parts, and accessories covered by this limited warranty period, unless otherwise specifically identified by separate cover. This limited warranty is expressly limited to repair or replacement of the defective part or parts, at Duncan's option, upon return of such part(s) at the customer's cost to Duncan's National Repair Center.

This limited warranty applies to those parts or components determined to be defective in material or workmanship under normal use and service. Those parts determined to be abused, misused, incorrectly handled, improperly maintained, or vandalized are not covered by this warranty. This limited warranty excludes consumables or batteries, unless proven to be defective upon supply, and excludes any product failures due to Acts of Nature.

Use of imitation or non-genuine Duncan meter parts or unauthorized alterations in Duncan parking meters may void this limited warranty. Duncan's sole obligation and Buyer's sole and exclusive remedy against Duncan for breach of this limited warranty shall be for the repair or replacement of defective parts at Duncan's option upon return of the parts to the National Repair Center.

THE LIMITED WARRANTY DESCRIBED ABOVE SHALL BE EXCLUSIVE AND THERE IS NO OTHER WARRANTY OR LIABILITY, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE AND WHETHER OR NOT OCCASIONED BY SELLER'S NEGLIGENCE. DUNCAN DISCLAIMS AND EXCLUDES ALL WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DUNCAN WILL NOT BE RESPONSIBLE FOR ANY GENERAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR LOSS OF USE OR LOSS OF PROFITS FOR ANY BREACH OF WARRANTY.

Parts Warranty

Unless otherwise governed by a specific contract or service agreement, Duncan Technologies warrants for a one (1) year period from the date of accepted delivery to provide repaired or replacement parts or modular components determined by Duncan Technologies to be defective or faulty in material or workmanship under normal use and service at no additional cost to the City.

This warranty does not cover parts replacement required as a result of vandalism, 3rd party damage, normal wear and tear, extreme environmental conditions, or other forms of non-material or non-workmanship. The warranty does not cover consumables or batteries unless proven to be defective upon supply.

4.2. Maintenance

With the AutoTRAX system, maintenance becomes more efficient and cost-effective than ever before. If a meter on system becomes inoperable, it sends an alarm to AutoTRAX so staff can be dispatched in a timely manner. Minimizing downtime minimizes lost revenue.

Duncan currently recommends the City utilize their Parking Meter Technician staff to perform routine maintenance, such as replacing batteries and clearing coin jams, as this will minimize meter downtime. For further repairs, the Parking Meter Technician can swap out the inoperable mechanism for a spare mechanism to maintain uptime, and then send the mechanism to Duncan for repair. All Liberty meter mechanisms being returned under warranty and/or for repair will be managed through our Duncan service center.

Extended Maintenance Agreement (Optional)

Duncan can provide an Extended maintenance for a period of two (2) years from the expiration date of the initial 1 year warranty to provide repaired or replacement parts or modular components determined by Duncan to be defective or faulty in material or workmanship under normal use and service at no additional cost to Naples. This warranty does not cover parts replacement required as a result of vandalism, third party damage, normal wear and tear, extreme environmental conditions or other forms of non-material or non-workmanship.

The cost of the Extended Maintenance Plan has been included with our Price Proposal.

Duncan strives to provide a comprehensive program for warranty and support for products delivered to our clients. We believe satisfaction is borne from the basic principles of delivering and sustaining a reliable solution with consistent results.

4.3. Location

Orders for replacement parts or for maintenance are conveniently managed through our customer support center in Harrison, AR. Parts orders can be made 8am to 5pm Monday through Friday, at the City's local time. A Duncan Customer Support Representative will review the reason for the return and provide a Return Merchandise Authorization (RMA) number, which should be printed on the package to assist in accurate tracking.

For confirmed warranty issues, Duncan will cover all freight charges. The City would be responsible for any freight charges for items not under warranty or new parts orders.

Project Implementation

Duncan has a team of industry experts to plan and manage project implementation and ongoing operations, ensuring a smooth transition and program success.

Duncan offers the City of Naples a proven transition plan and operational procedures that have been tested through the implementation and operation of numerous projects of similar size and scope. Duncan's transition management methodology is rooted in a clearly articulated Project Implementation Plan that traditionally has the support and approval of relevant stakeholders. Our detailed plan guides the project, ensuring that key milestones are tracked against targets, risks are identified and mitigated, and resources are optimally utilized to meet transition deadlines. The transition plan is supported through timely, clear and open communication between Duncan and representatives of the City.

Program Dates and Milestones

Duncan is prepared to work with the City to achieve its desired timeline. The timeline and subsequent installation and training are highly dependent on timely selection of desired options, completion of all contractual documents, expedited completion and approval of system configuration documents, availability of City staff, granting of any required installation permits, safe and open access to the installation areas, as well as weather.

Each stage of the program will be documented in a Detailed Implementation Plan which includes a Master Project Chart governing the project. The plan establishes the key deliverables, attendant milestones and critical path for the overall project.

- A final detailed plan will be prepared and will be based on the agreed upon number of meters with a start date based on the contract commencement.
- Duncan's established supply chain is well credentialed to procure, manufacture, assemble, test and provide timely delivery of the meters required by this program.
- Duncan Engineering, Operations and Logistics teams will be available to assist in resolving any issues that may arise in the manufacturing process.
- For the purposes of planning the work activities, our Project Manager will confirm with the City the implementation areas and their specific sequence. Each area will have a defined quantity of meters to be installed.
- Work will be scheduled whenever possible to avoid peak vehicular and pedestrian traffic flows that occur during certain windows of the day throughout the City.
- All meters will be commissioned and tested with the full range of applicable payment services. Depending on the final contract we anticipate these will include coin, credit/debit card and pay by cell phone. All data loading, communications setup and other preparations at the various payment gateways and management systems will be performed prior to the on-street activities at an individual meter level, and will be coordinated with the appropriate City systems, offices, and personnel.

Duncan will provide the plan and required staff to fulfill the contract. Staff will be available to participate in project status meets as necessary.

Installation / Implementation Schedule

The following table is an anticipated schedule of events based on signing of the agreement. The target dates are initially defined as the number of days after the execution of the agreement. Actual dates will be set upon review of the project managers. Duncan offers the City a proven transition plan and

operational procedures that have been tested through the implementation and operation of numerous projects of similar size and scope.

Anticipated Implementation Timeline		
Task	Responsibility	Target Date
Duncan Project Manager Site Visit Refine and review implementation plan	Duncan	5 days
Define all installation locations	City	10 days
Complete meter configuration sheets Rate schedules, customizable displays	City / Duncan	20 days from NTP
Complete credit card processing setup	City / Duncan	30 days from NTP
Physical meter sites preparation	City	60 days from NTP
Site Test Test to assure all meter configurations, credit card, and back end reporting systems are functioning	Duncan	60 days from NTP
Meter delivery, Installation and commissioning	Duncan / City	90 days from NTP
Training of parking and maintenance personnel	Duncan	90 days from NTP

*NTP = Notice to Proceed

EXHIBIT B

GENERAL INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

The Certificate must state the bid number and title.

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

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

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

EXHIBIT C

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned, is the President of the **Duncan Parking Technologies, Inc** ("the CONTRACTOR"), and hereby certifies to the following:

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

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

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


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

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

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

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

Executed this 14th day of September, 2012.

By: 

ACKNOWLEDGMENT

STATE OF Wisconsin

COUNTY OF Milwaukee

SWORN TO AND SUBSCRIBED before me this 14th day of September, 2012.

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

H. Finch
Print Name: H. Finch

Wisconsin
NOTARY PUBLIC - STATE
OF _____

Commission Number: _____
My Commission Expires: 7/31/16
(Notary Seal)

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