

CITY OF NAPLES, FLORIDA

AGREEMENT (PROFESSIONAL SERVICES)

Bid/Proposal No. 067-12

Contract No. 12-00067

Project Name Purchase and Installation of Production Equipment for Council Chambers

THIS AGREEMENT (the "Agreement") is made and entered into this **November 14, 2012**, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Jim Harmon Enterprises, Inc DBA: Harmon Audio Visual**, a Florida corporation whose address is **2058 Beacon Manor Drive, Fort Myers, FL 33907**, (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 the purchase and installation of the production equipment for the Council Chambers, 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 **within 45 days of Notice to Proceed**. Time is of the essence with respect to the performance of this Agreement.

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

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONTRACTOR's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

3.4. Should the CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations

hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONTRACTOR's performance is or will shortly be back on schedule.

ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services shall be for **\$53,990.00** and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **EXHIBIT B** and made a part of this Agreement.

ARTICLE FIVE MAINTENANCE OF RECORDS

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

ARTICLE SIX INDEMNIFICATION

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

ARTICLE SEVEN INSURANCE

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

ARTICLE EIGHT SERVICES BY CONTRACTOR'S OWN STAFF

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

PARKING TICKETS:

Phase 1

- View parking ticket parameter file
- View parking ticket charge codes
- View owner maintenance

Phase 2

- Parking ticket entry
- Parking ticket inquiry
- Review export/import of data
- Review late processing

Phase 3

- Issue by location report
- Violations by issue date report
- Issuer productivity report

BUSINESS LICENSES:

- View customer file
- View description codes
- View business license charge codes
- View business license master file
- View business license late payment process
- View bill inquiry
- View business master report
- View business location report

ANIMAL LICENSES:

- View animal type file
- View customer file
- View animal license master file
- View license detail report

**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:

Jim Harmon Enterprises, Inc DBA: Harmon's Audio Visual
2058 Beacon Manor Drive
Fort Myers, FL 33907
Attention: **James Harmon**, President

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

**ARTICLE FOURTEEN
MISCELLANEOUS**

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

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

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

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

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

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

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

ARTICLE FIFTEEN APPLICABLE LAW

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

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

ATTEST:

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

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

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

Approved as to form
and legal sufficiency:

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

CONTRACTOR:

Jim Harmon Enterprises, Inc
DBA: Harmon Audio Visual

Witness Reed M...

By: James R. Harmon
Its President

(CORPORATE SEAL)

EXHIBIT A

SCOPE OF SERVICES:

This contract includes the removal of the existing equipment as well as the purchase and installation of the equipment as specified below. The City will keep the existing equipment once removed; however, the wires connecting the two buildings are expendable. CONTRACTOR is responsible for all permitting.

Time Frame: The project should be completed within 45 days of the execution of the contract. Installation may occur during normal business hours, but must be coordinated in conjunction with the Communications Manager as to not impact scheduled meetings.

Council Chambers: Four cameras will be installed in the chambers. Three will be installed into the rear ceiling of the room (two corners, and one in the middle). Mounting shall occur into the trusses of the roof above the drop ceiling tiles. The other camera shall be installed at the front of the room in the southwest corner.

City Hall Control Room: The City will handle the mounting of equipment including the monitors in the Control Room. However, equipment must be plugged in and tested in conjunction with the cameras in the Chambers.

SPECIFICATIONS:

Control Room Equipment

- 1 Panasonic AV-HS410 Video Switcher.
 - 1 Panasonic AV-HSO4M6 Analog Input Card for AV-HS410 Switcher.
 - 1 Analog VGA to SDI Scan Converter (for computer feed from podium).
 - 1 HD-SDI to HDMI Converter for Program Monitor.
 - 1 HD-SDI to Analog Converter.
 - 1 Apple Mac book Pro for graphics.
 - 1 Display Port to DVI adapter.
 - 1 ProPresenter 5 Titling Software.
 - 2 37" Samsung Monitors (or equivalent)
 - 2 Mounts for Samsung Monitors. (or equivalent)
 - Cabling for above Items.
-

Camera Equipment

- 4 Vaddio WallVIEW CCU HD-19 SDI Version Video Cameras.
(Include: ClearView HD-19 HD Pan/Tilt/ Zoom Camera with quick Connect CCU).
- 4 Ceiling Mounting Kit.
- 1 Vaddio Production View Precision Camera Controller.
- 4 Cable Run to Each Camera Location
(Include: Control, Power and HD-SDI Cable Run to each Camera through Conduit).
- 1 HD-SDI to HDMI Converter for HD feed to TV in Council Chamber.

END OF EXHIBIT A



Warranty Information

Hardware* Warranty: Two (2) year limited warranty on all parts and labor for Vaddio manufactured products. Vaddio warrants its manufactured products against defects in materials and workmanship for a period of two years from the day of purchase, to the original purchaser, if Vaddio receives notice of such defects during the warranty. Vaddio, at its option, will repair or replace products that prove to be defective. Vaddio manufactures its hardware products from parts and components that are new or equivalent to new in accordance with industry standard practices.

Exclusions: The above warranty shall not apply to defects resulting from improper or inadequate maintenance by the customer, customers applied software or interfacing, unauthorized modifications or misuse, mishandling, operation outside the normal environmental specifications for the product, use of the incorrect power supply, modified power supply or improper site operation and maintenance. OEM products and products manufactured by other companies are excluded and are covered by the manufacturer's warranty.

Vaddio Customer Service: Vaddio will test, repair, or replace the product or products without charge if the unit is under warranty. If the product is out of warranty, Vaddio will test then repair the product or products. The cost of parts and labor charge will be estimated by a technician and confirmed by the customer prior to repair. All components must be returned for testing as a complete unit. Vaddio will not accept responsibility for shipment after it has left the premises.

Vaddio Technical Support: Vaddio technicians will determine and discuss with the customer the criteria for repair costs and/or replacement. Vaddio Technical Support can be contacted through one of the following resources: e-mail support at support@vaddio.com or online at www.vaddio.com.

Return Material Authorization (RMA) Number: Before returning a product for repair or replacement request an RMA from Vaddio's technical support. Provide the technician with a return phone number, e-mail address, shipping address, product serial numbers and original purchase order number. Describe the reason for repairs or returns as well as the date of purchase. See the General RMA Terms and Procedures section for more information. RMA's are valid for 30 days and will be issued to Vaddio dealers only. End users must return products through Vaddio dealers. Include the assigned RMA number in all correspondence with Vaddio. Write the assigned RMA number clearly on the shipping label of the box when returning the product. All products returned for credit are subject to a restocking charge without exception.

Voided Warranty: The warranty does not apply if the original serial number has been removed or if the product has been disassembled or damaged through misuse, accident, modifications, use of incorrect power supply, use of a modified power supply or unauthorized repair.

Shipping and Handling: Vaddio will not pay for inbound shipping transportation or insurance charges or accept any responsibility for laws and ordinances from inbound transit. Vaddio will pay for outbound shipping, transportation, and insurance charges for all items under warranty but will not assume responsibility for loss and/or damage by the outbound freight carrier. If the return shipment appears damaged, retain the original boxes and packing material for inspection by the carrier. *Contact your carrier immediately.*

Products not under Warranty: Payment arrangements are required before outbound shipment for all out of warranty products.

General RMA Terms and Procedures: RMA's are valid for 30 days and will be issued to Vaddio dealers only. End users must return products through Vaddio dealers.

- Before a defective product can be authorized to send in for repair, it must first go through the troubleshooting process with a member of the Vaddio Technical Support team.
- Products authorized for repair must have a valid RMA (Return Material Authorization) number.
 - Vaddio Technical Support will issue the RMA number.
 - An RMA number is to be included in all correspondence with Vaddio.
 - The RMA number must appear clearly on the shipping label when the product is returned.
 - A packing slip must be included on the inside of the box with the RMA number listed.
- Products received at Vaddio that do not have a valid RMA number clearly marked on the outside of the shipping container *may be refused* and returned to sender.
- Boxes showing external damage *will be refused* and sent back to the sender regardless of the clearly marked RMA number and will remain the responsibility of the sender.

EXHIBIT A-1

Warranty Info



RMA Charges (Restocking): A 15% or \$50.00 restocking fee (whichever is greater) will be charged for each returned for credit item.

- No products can be returned for credit after 30 days from the initial shipment of the products.
- All qualified returns must be made in unopened, original packaging with all original materials.
- Initial shipments of equipment that are refused upon attempted delivery, for any reason, are subject to restocking charges.

Advanced Replacement Policy: For Vaddio manufactured products, advance replacement will be provided for up to one (1) year after the initial shipment of products. OEM and other manufacturer's products are excluded and advance replacement will be provided for up to 30 days after initial shipment of the product. After that, a return to Vaddio factory repair is offered during the other manufacturer's warranty. Vaddio will determine if the returned product is qualified for warranty.

Advance replacement Procedures:

- Customer must submit a non-revocable purchase order for Advance Replacement equipment at normal dealer pricing. Credit shall be issued upon complete product return (including all accessories) for dealers with Net 30 terms. For credit card accounts, charges will be assessed to the credit card for the replacement and credited back upon complete product return.
- Returns must be made in the original packaging with all original materials if at all possible. Products with missing original materials will be billed to the purchaser at dealer price.
- Equipment returned with "No Trouble Found" after advanced replacement will be assessed a full 15% or \$50.00 restocking fee (whichever is greater) for each item and may also be assessed for additional charges to compensate for wear, damages and reconditioning.
- All returns must be accompanied by RMA # as stated above.
- All Advanced Replacement products are sent via 2-day service in the continental USA. If the product is requested to be sent via priority or overnight shipping, the Dealer shall pay shipping costs. The dealer can elect to supply their preferred shipping account number.
- International customers are responsible for all freight charges for equipment returned to Vaddio, including international shipping, taxes, and duties, insurance and all other associated logistic charges.

Warranty Repair Terms and Procedures: Vaddio will repair any product free of charge, including parts and labor, within the terms outlined in the warranty agreement for that product.

- Customers must provide proof of the unit's purchase date.
- Product that is within the warranty period will be repaired under the non-warranty terms if:
 - The equipment has been damaged by negligence, accident, act of God, mishandling, or has not been operated in accordance with the procedures described in the operating and technical instructions.
 - The equipment has been altered or repaired by other than the Manufacturer or an authorized service representative of the Manufacturer.
 - Adaptations or accessories other than those manufactured or provided by the Manufacturer have been made or attached to the equipment, which in the determination of the Manufacturer, shall have affected the performance, safety or reliability of the equipment; or the equipment's original serial number has been modified or removed.
- Customer is responsible for shipping charges to send defective product under warranty to Vaddio. Vaddio will pay ground service return shipping charges during the 2nd year of the warranty period.
- Standard return shipping method for products under warranty, but out of the advance replacement warranty period, is ground shipment. Extra charges associated with priority shipping, when requested, will be the responsibility of the customer.

Non-Warranty Repair Terms: Vaddio will repair any non-obsolete product that does not meet the terms of the warranty. Non-warranty repair terms are as follows:

- The customer is responsible for, and agrees to pay, all parts and labor costs associated with the repair. Standard non-warranty repair charges are outlined below.
- Customers must provide payment method and one of the following, prior to receiving an RMA:
 - Hard copy of a PO, for dealers with Net 30 terms and in good standing with Vaddio.
 - Valid credit card number - Credit card will be charged upon shipping repaired product back to customer.
- Request for COD - Customers will be notified of COD charges prior to shipping repaired unit.
- Customer is responsible for all shipping charges both to and from Vaddio, and may use their own carrier.
- Customers will receive a courtesy call notifying them of total repair charges prior to return shipping.

EXHIBIT A-1

Warranty Info



Non-Warranty Repair Charges: Total repair charges (per unit) for a non-warranty repair consist of the following:

- Cost of any replacement parts needed to repair the defect.
- Labor costs billed per hour after minimum charges/time.
- Labor charges include troubleshooting and repair time only.
- Burn-in time and final test time is not included in the labor charges.
- Labor time is rounded to the nearest quarter hour.
- Labor charges are billed at the prevailing rate for the category of equipment repaired, after minimum charges/time. For prevailing labor rates, please contact the Vaddio technical support.
- All shipping and handling costs are the responsibility of the customer for non-warranty repairs.

Minimum Labor Charges: All non-warranty repairs are subject to a minimum evaluation/repair labor charge even if there is no problem found. Please contact Vaddio technical support for the current applicable rate.

Repair Charge Estimates: Estimates on repair charges for a specific problem will not be given over the phone. Repair estimates, if requested, will be given after the repair department receives and evaluates the unit.

- Customers requesting an estimate on repair charges must do so up front when they call in for an RMA. The repair technician will call with the estimate after evaluating the unit and before proceeding with the repair.
- Any product evaluated for a repair estimate is still subject to the minimum labor charges even if the customer decides not to proceed with the repair.
- Vaddio does not guarantee estimates given on repair charges. Actual repair costs may exceed the estimate.
- Customer is responsible for actual repair charges, regardless of estimate.

Repair Policy Notes

Repair Duration:

Products are repaired on a first come first serve basis. Turn-a-round time of a particular repair is dependent upon circumstances such as product type, the nature of the problem and current repair volumes. Requests for expedited repair service will be considered on a case-by-case basis.

Repair Warranty:

Vaddio guarantees all of its repair work, performed on non-warranty items, for 90 days from the day the repaired product is shipped back to the customer. If the original problem described was not resolved or reoccurs within the 90-day period, Vaddio will repair the unit free of labor charges. However additional material charges may apply unless the parts used to affect the repair are again deemed defective.

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis as:

BID PRICE:

Total Purchase and Installation: \$53,990⁰⁰

Service Call Rate (hourly): NO CHARGE FOR FIRST 12 MONTHS
AFTER THAT, \$50⁰⁰/HOUR WITH A 2-HOUR MINIMUM

SERVICE ADDRESS:

HARMON'S AUDIO VISUAL
2058 BEACON MANOR DRIVE
FORT MYERS, FL

WARRANTY: (Please attach)

ALL EQUIPMENT IS UNDER A ONE-YEAR PARTS + LABOR WARRANTY, EXCEPT FOR VADDIO PRODUCTS WHICH HAVE A 2-YEAR PARTS + LABOR WARRANTY. SEE ATTACHED FOR DETAILS

END OF EXHIBIT B

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the 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 D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned, is the President of the **Jim Harmon Enterprises, Inc DBA: Harmon Audio Visual** ("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.

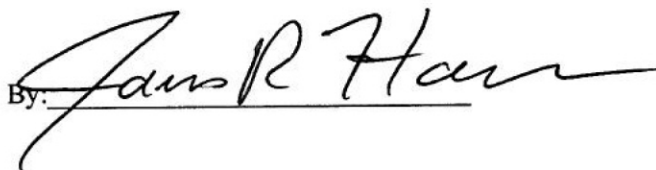
4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in 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 5th day of November, 2012.

By: 

ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Lee

SWORN TO AND SUBSCRIBED before me this 05th day of November, 2012.

The Affiant, _____, is [] personally known to me or [] has produced FL DL exp. 07-2017 as identification, which is current or has been issued within the past five years and bears a serial number or other identifying number.



Redny Muniz
Print Name: _____

Redny Muniz
NOTARY PUBLIC - STATE

OF Florida

Commission Number: EE 44179

My Commission Expires: Nov 21, 2014
(Notary Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/25/2012

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 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 Ariskco, Inc. 9016 Philips Hwy. Jacksonville, FL 32256	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Normandy Harbor Insurance Company, Inc.		13012
INSURER B: _____		
INSURER C: _____		
INSURER D: _____		
INSURER E: _____		
INSURER F: _____		

INSURED
Matrix Employer Services
9016 Philips Hwy
Jacksonville, FL 32256

COVERAGES

CERTIFICATE NUMBER: ENUCJ2HX

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 SUBR INSR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	NHFL120369	01/01/2012	01/01/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L EACH ACCIDENT \$ 1,000,000 E.L DISEASE - EA EMPLOYEE \$ 1,000,000 E.L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Coverage is extended only to the Insured's employees who are leased to the client company employer: Jim Harmon Enterprise, Inc 1111072 DISCLAIMER: Coverage is not extended to any employee of the client company employer who is not leased from the insured or to any leased employee for which the client company employer is not reporting payroll hours to the insured. This certificate remains in effect provided the client company employer's account is in good standing with the insured. Please contact the insured at 866-453-2722 for verification of employees leased to the client company employer by the insured.
Current # of leased employees is 4
This certificate only applies to Bid #067-12
Production Equipment- City Council Chambers.

CERTIFICATE HOLDER

CANCELLATION

The City of Naples
239-939-5966 (Fax)
735 Eighth Street South
Naples, FL 34102

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/25/2012

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 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 Stewart & Sons Insurance, Inc. P.O. Box 60029 Fort Myers FL 33906		CONTACT NAME: PHONE A/C, No, Ext): 239-936-8844 FAX A/C, No): 239-275-4446 E-MAIL ADDRESS: info@stewartandsonsinsurance.com	
INSURED Jim Harmon Enterprises, Inc. dba Harmon's Audio Visual P.O. Box 61127 Fort Myers FL 33906		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company NAIC # 10677 INSURER B: INSURER C: 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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 type="checkbox"/> PROJ-ECT <input type="checkbox"/> LOC			CAP5890406	08/01/2012	08/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CAP5890406	08/01/2012	08/01/2013	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 checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CAP5890406	08/01/2012	08/01/2013	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Bid #067-12
Production Equipment-City Council Chambers

CERTIFICATE HOLDER

The City of Naples
735 Eighth Street 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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
AUTOMATIC ADDITIONAL INSURED - WHEN REQUIRED IN CONTRACT OR AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. SECTION II - WHO IS AN INSURED, 2. Is amended to include:
 - a. Any person or organization, hereinafter referred to as ADDITIONAL INSURED:
 - (1) Who or which is not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part; and
 - (2) For whom you are required to add as an additional insured on this Coverage Part
 - b. under:
 - (1) A written contract or agreement; or
 - (2) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued; but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
2. SECTION II - WHO IS AN INSURED, 2. Is amended to include:
 - a. Any person or organization, hereinafter referred to as ADDITIONAL INSURED:
 - (1) Who or which is not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part; and
 - (2) For whom you are required to add as an additional insured on this Coverage Part
 - b. under:
 - (1) A written contract or agreement; or
 - (2) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued; but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
3. SECTION III - LIMITS OF INSURANCE is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less, if no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

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4. The following are added to SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions:
 - a. The insurance provided to the additional insured does not apply to:
 - (1) "Bodily injury," "property damage," or "personal and advertising injury" arising out of:
 - (a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (b) Surveying, inspection, architectural or engineering activities;
 - (2) Sole negligence or willful misconduct of, or for defects in design furnished by, the additional insured or its "employees."
 - b. "Bodily injury" or "property damage" arising out of "your work" included in the "products-completed operations hazard".

- c. "Bodily injury" or "property damage" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor / project manager or owner of the construction project in which you are involved.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance is amended to include:

- a. Where required by a written contract or agreement, this insurance is primary and / or noncontributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.
- b. Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:
 - (1) As otherwise provided in SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance; or
 - (2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such cases, the coverage provided under this endorsement shall also be excess.

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