

CITY OF NAPLES, FLORIDA

AGREEMENT (PROFESSIONAL SERVICES)

Bid/Proposal No. 054-12

Contract No. 12-00076

Project Name Pedestrian Street Cross Walk Installation – Four Corners

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 **Bonness, Inc**, a Florida corporation **1990 Seward Ave, Naples FL 34109**, (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 to **provide construction services as well as procurement, installation, integration and testing of a traffic signal mast arm and pedestrian crossing at Intersection No. 246, State Road No. 90 and State Road No. 45 (Four Corners)**, 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 **May 13, 2013**. 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 **\$114,540.58** and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **EXHIBIT B** and made a part of this Agreement.

ARTICLE FIVE MAINTENANCE OF RECORDS

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

ARTICLE SIX INDEMNIFICATION

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

ARTICLE SEVEN INSURANCE

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

**ARTICLE EIGHT
SERVICES BY CONTRACTOR'S OWN STAFF**

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

**ARTICLE NINE
WAIVER OF CLAIMS**

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

**ARTICLE TEN
TERMINATION OR SUSPENSION**

10.1. The CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the CONTRACTOR or by any of the CONTRACTOR's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the CONTRACTOR at least 3 calendar days' written notice.

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

10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar day's written notice to the CONTRACTOR. In the event of such termination for convenience, the CONTRACTOR's recovery against the CITY shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by the CONTRACTOR that are directly attributable to the termination, but the CONTRACTOR shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

**ARTICLE ELEVEN
CONFLICT OF INTEREST**

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

**ARTICLE TWELVE
MODIFICATION**

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

**ARTICLE THIRTEEN
NOTICES AND ADDRESS OF RECORD**

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

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

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

Bonness Inc
1990 Seward Avenue
Naples, FL 34109
Attention: **Jane Baratta**, Secretary/Treasurer

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:

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

Approved as to form
and legal sufficiency:

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

James Chaves
Witness

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

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

CONTRACTOR:

BONNESS, INC
A Florida Corporation

By: Jeff James
Its Exec. V.P.

(CORPORATE SEAL)

General Contract (not Architects/Engineers)

EXHIBIT A

SCOPE OF SERVICES

The City of Naples seeks a construction firm to provide construction services as well as procurement, installation, integration and testing of a traffic signal mast arm and pedestrian crossing at Intersection No. 246, State Road No. 90 and State Road No. 45 (please see plan sheet for location map, **EXHIBIT A-1**). This location is locally known as the four corners intersection in Naples, FL.

The purpose of the project is to provide safe pedestrian crossing on the north side of the intersection by constructing a 95-foot crosswalk with pedestrian crossing signals. In order to accomplish this, a new set of traffic signals on a new mast arm must be installed to control two existing free-flow lanes of traffic. The scope of work includes, but it is not limited to, furnishing all labor, materials, supplies, equipment, devices, and incidentals to construct integrate and test the modified signalized intersection.

The specific services anticipated include, but not limited to subsurface investigations, utility coordination, field verification, maintenance of traffic, signing and pavement marking, Americans with Disability Act (ADA) compliant sidewalk construction and final field survey. The work includes earthwork and concrete placement for pole foundations, installation of conduit with required earthwork, erection of mast arm, installation of signal heads, controller modifications, installation of wiring, cable, appurtenances and auxiliary equipment necessary for the complete installation of the traffic signal system as shown on the plans and per the aforementioned specifications and the State of Florida Basis of Estimates. It is the City's intent to award this project to a single firm.

The construction firm shall also furnish and install all new equipment and materials used in construction of the project, including, but not limited to the following items:

- Traffic signals and back plates including their mounting devices
- Conduit and cabling
- Pull and junction boxes
- Loop detectors
- Drilled shaft foundation and mast arm
- Countdown pedestrian signals (signal, mounting hardware, pedestals, etc.)
- Pedestrian detector assemblies (push button, push button housing, lead-in wires, etc.)
- Grounding for protection against faults, surge currents and lighting transients
- Traffic controller modifications
- Continuous operation of the intersection traffic controls throughout the project
- Temporary traffic control (approved M.O.T.)
- Replacement of any disturbed landscaping
- Replacement of any disturbed concrete sidewalk and asphalt pavement
- Replacement of any traffic control equipment
- Replacement of any disturbed ITS or ATMS equipment
- Upgrade and modification of pedestrian features to meet all current ADA requirements (including, but not limited to sidewalk ramps/landing, truncated domes)

The City of Naples will provide a project inspector and project engineer who will represent the City throughout the duration of the project and work closely with the construction firm throughout the project's duration. It is the City's intent to award this project to a single firm.

CONSTRUCTION SCHEDULE

The implementation of this project shall occur according to a schedule set forth in the final agreement approved by City Council. The following schedule below is expected to be approved as part of the contract award process. Please note that all bid prices shall remain "as bid" for the duration of this contract.

Bid Opening:	Wednesday, October 24, 2012
Contract Award:	Wednesday, November 14, 2012
Notice To Proceed #1: Purchase Materials Only	Friday, November 16, 2012
Notice To Proceed #2: Site Construction	Monday, April 8, 2013
Substantial Completion	Friday, May 3, 2013
Final Completion	Friday, May 10, 2013

LIQUIDATED DAMAGES

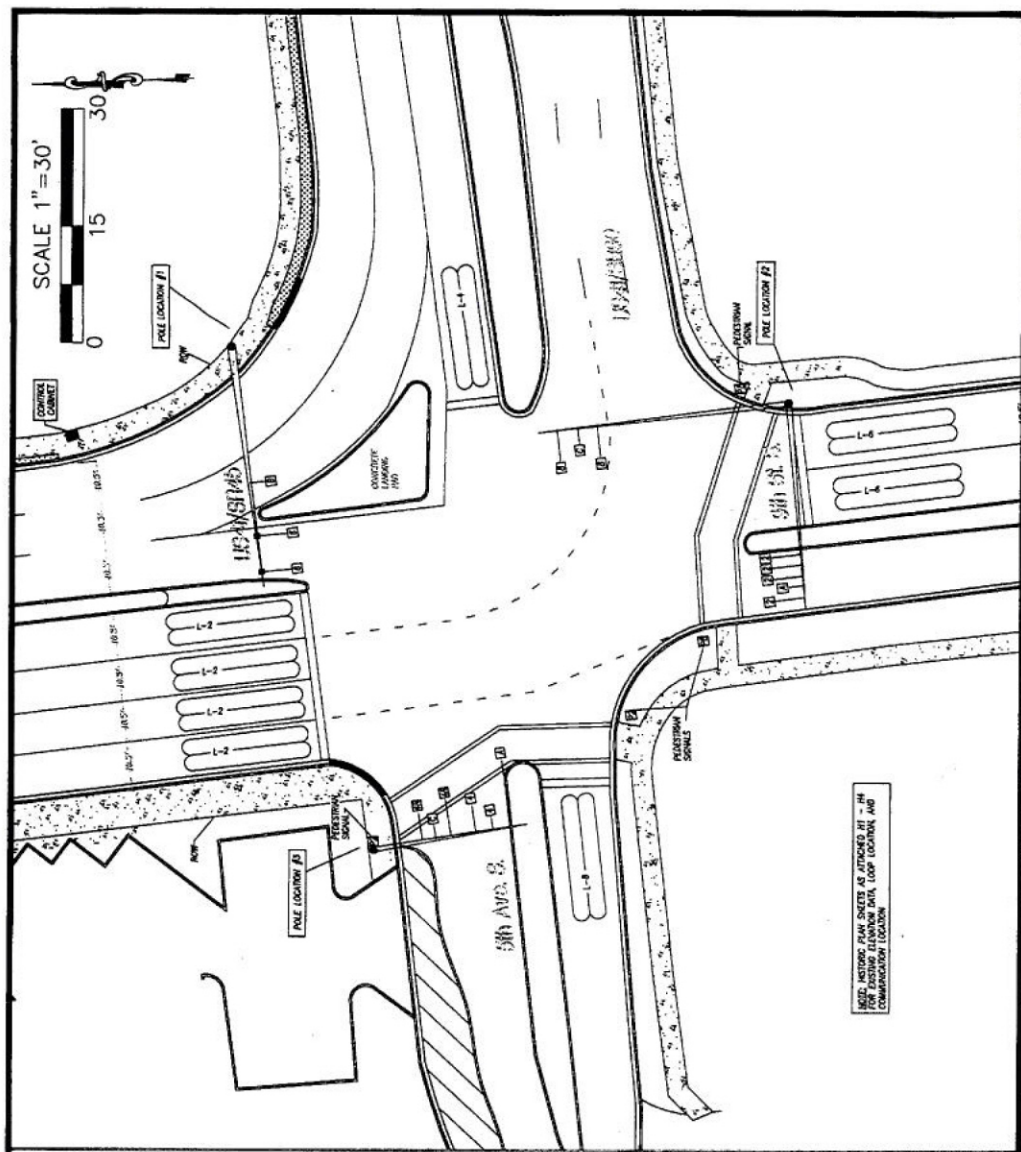
Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project must be completed by the contract dates specified within the Notice of Proceed. Should CONTRACTOR fail to complete the project within this timeframe, daily liquidated damages in an amount consistent with Sec. 8-10.2 Florida Department of Transportation Standard Specifications (2010) will be assessed.

SPECIFICATIONS SECTION

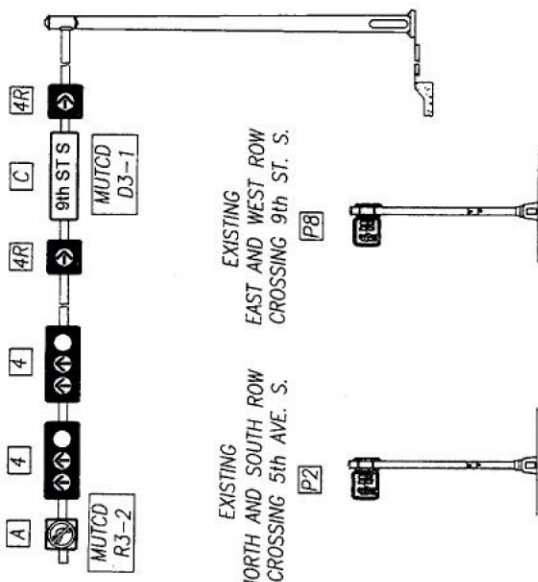
The project plans have been prepared in accordance with and are governed by the State of Florida Department of Transportation, Standard and Specifications for Road and Bridge Construction (Dated 2010) and Design Standards Booklet (2010). Signal installation shall conform to the latest FDOT Supplemental Specifications for Traffic Signals and applicable City of Naples Standards.

Specification Sections: The following specification sections are identified and specifically apply to this project, including, but not limited to: Section 101 Mobilization, 102 Maintenance of Traffic, 110 Clearing and Grubbing, 160 Stabilizing, 520 Concrete Gutter, Curb Elements, and Traffic Separator, 522 Concrete Sidewalk, 527 Detectable Warnings on Walking Surfaces, 555 Directional Bore, 630 Conduit, 632 Signal and Interconnect Cable, 635 Pull and Junction Boxes, 649 Galvanized Steel Strain Poles (refer to coatings clarification below), and Mast Arm Assemblies, 650 Vehicular Signal Assemblies, 653 Pedestrian Signal Assemblies, 660 Inductive Loop Detectors, 665 Pedestrian Detector Assembly, 670 Traffic Controller Assembly, 580 Landscape Installation, 690 Removal of Existing Traffic Signal Equipment, 700 Highway Signing, 711 Thermoplastic Traffic Stripes and Markings. Refer to the State of Florida Department of Transportation, Standard and Specifications for Road and Bridge Construction (Dated 2010) for the specifications in their entirety.

Specification Clarification: Section 649-4.3 Painting: The Mast Arm Assemblies shall be painted per the following: The default finish color coat shall be "English Ivy" equal to Ameron Coatings PSX 700T3 Color Number 510007-217. The default finish color shall be Federal Code Color RAL 6005. Section 650-4.2 Includes standard traffic signal, with LED indicators, and all other materials necessary for a complete and acceptable installation.



EXISTING
NW CORNER OF INTERSECTION
WESTBOUND MAST ARM
(POLE LOCATION No.3)



EXISTING
NORTH AND SOUTH ROW
CROSSING 5th AVE. S. [P2]

EXISTING
EAST AND WEST ROW
CROSSING 9th ST. S. [P8]

STATE ROAD No.90 (U.S.41) AND STATE ROAD No. 45
AT FOUR CORNERS INTERSECTION
EXISTING SIGNALIZATION AND POLE LOCATION

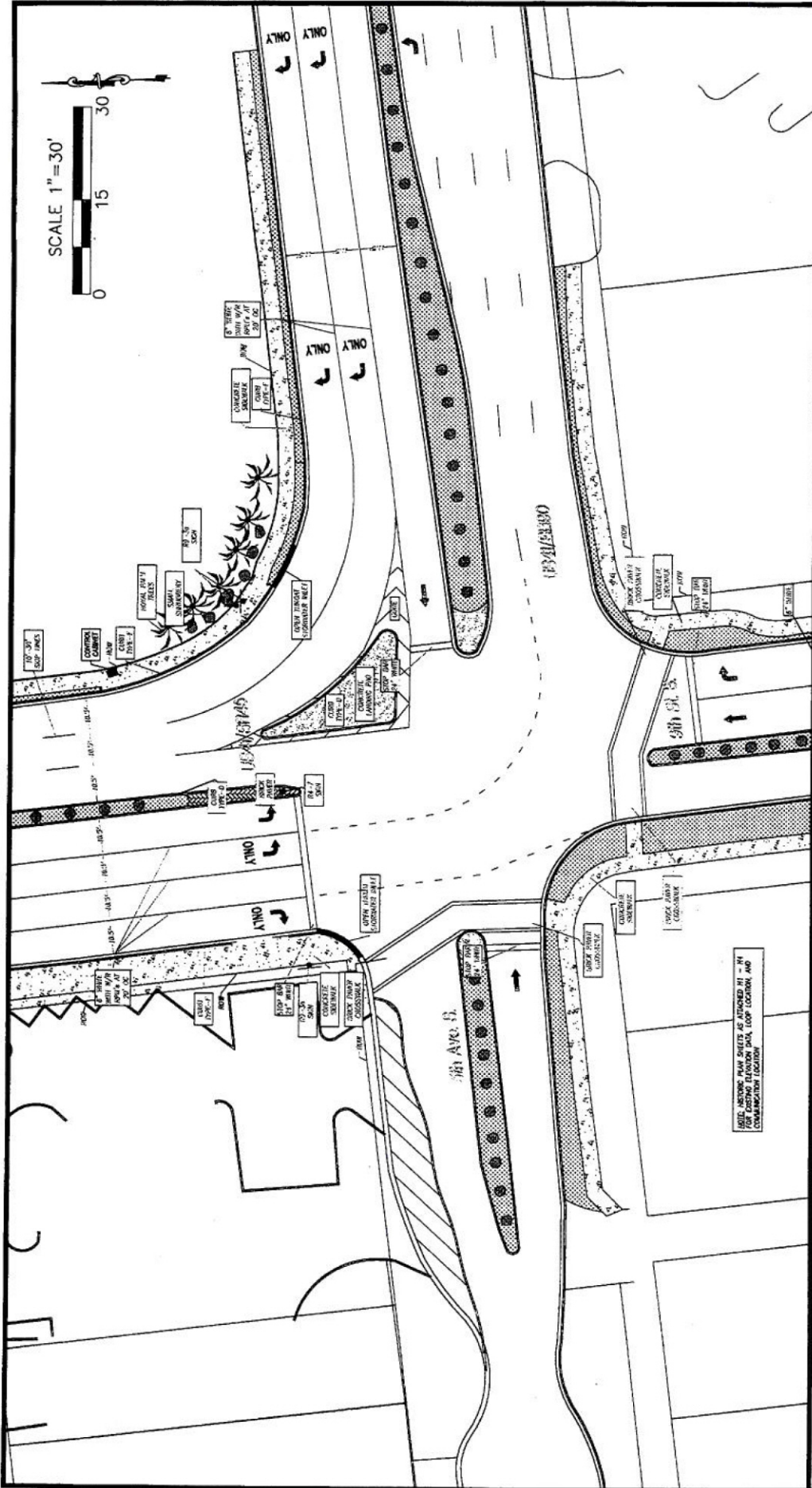
City of Naples
STREETS AND STORMWATER DEPARTMENT
306 INTERSTATE CIRCLE
NAPLES, FL 34108



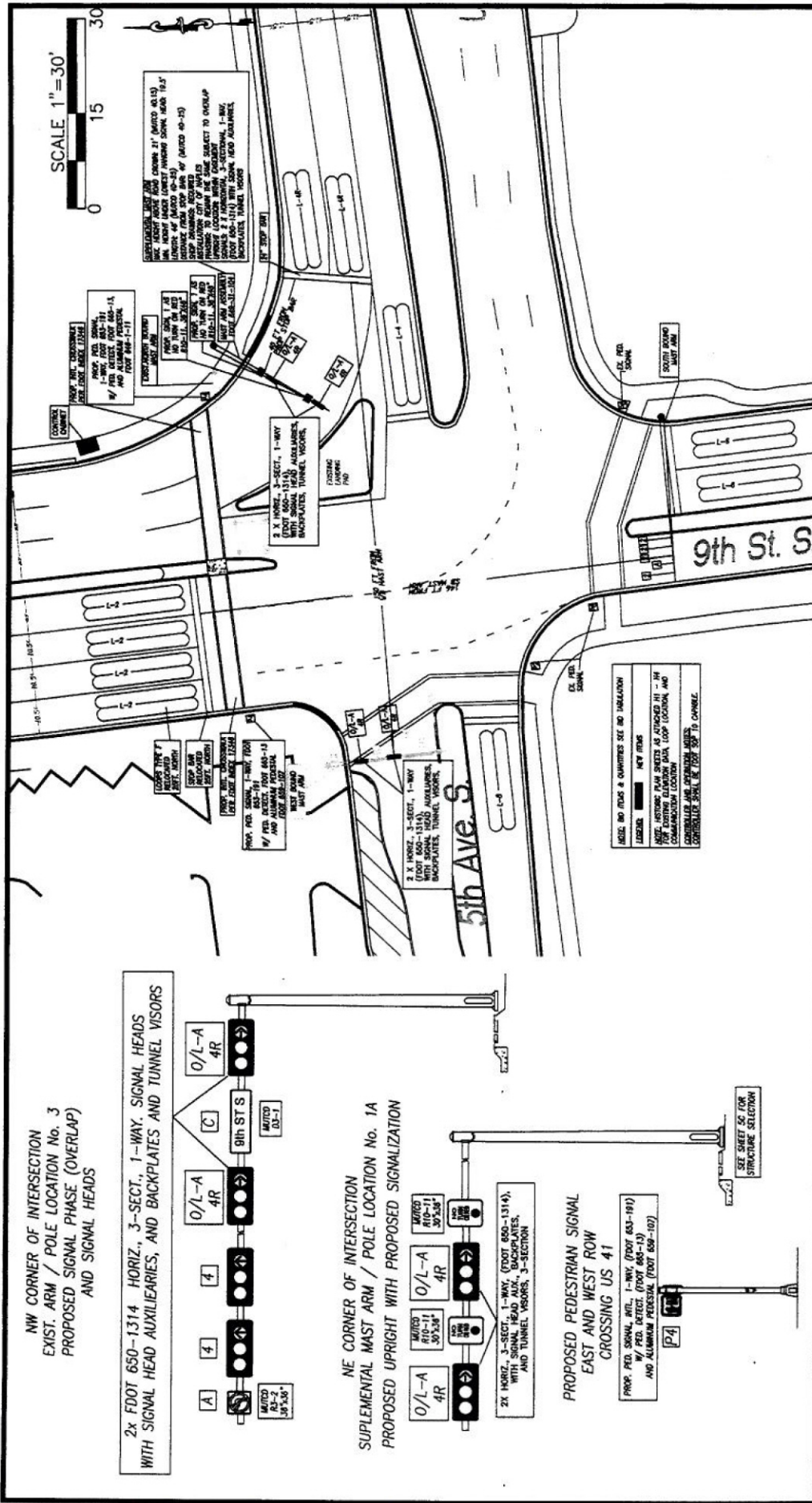
REVISIONS	
DATE	DESCRIPTION
Jun. 7, 2012	Corrected lane line marking.
Jul. 27, 2012	Added scale, pole location and identified ROW.

DRAWN BY: C.VARGA, 02/23/2012

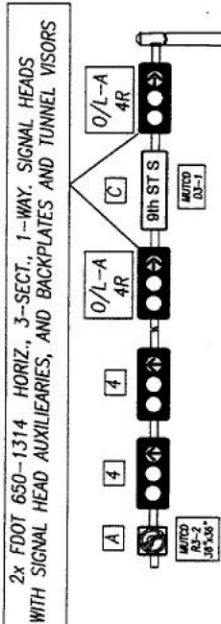
SHEET No. 2



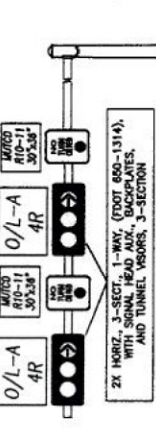
<p>STATE ROAD No. 90 (U.S. 41) AND STATE ROAD No. 45 AT FOUR CORNERS INTERSECTION EXISTING SIGNING AND PAVEMENT MARKING</p>		<p>SHEET No. 3</p>
<p>City of Naples STREETS AND UTILITIES DEPARTMENT 340 INTERSTATE CIRCLE NAPLES, FL 34108</p> 		
<p>DATE</p>	<p>DESCRIPTION</p>	<p>REVISIONS</p>
<p>Jun. 7, 2012</p>	<p>Revised to grey scale and corrected SB markings.</p>	
<p>Jul. 27, 2012</p>	<p>Added scale.</p>	
<p>DRAWN BY: C. VARGA</p>		<p>02/23/2012</p>



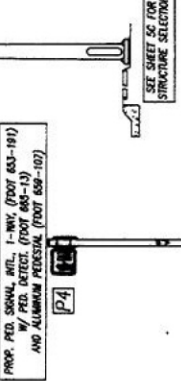
NW CORNER OF INTERSECTION
 EXIST. ARM / POLE LOCATION No. 3
 PROPOSED SIGNAL PHASE (OVERLAP)
 AND SIGNAL HEADS



NE CORNER OF INTERSECTION
 SUPPLEMENTAL MAST ARM / POLE LOCATION No. 1A
 PROPOSED UPRIGHT WITH PROPOSED SIGNALIZATION



PROPOSED PEDESTRIAN SIGNAL
 EAST AND WEST ROW
 CROSSING US 41



REVISIONS

DATE	DESCRIPTION
Jun. 7, 2012	Added legend and corrected phasing notation.
Jul. 27, 2012	Added legend and signal head notes.

DRAWN BY: C. VARGA, 02/23/2012

City of Naples
 STREET AND UTILITIES DEPARTMENT

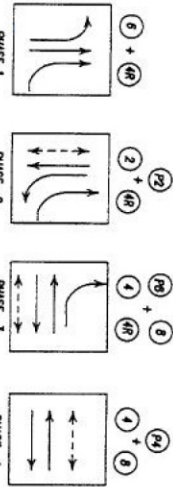
204 INTERSTATE CIRCLE
 NAPLES, FL 34108

STATE ROAD No. 90 (U.S. 41) AND STATE ROAD No. 45
 AT FOUR CORNERS INTERSECTION

PROPOSED SIGNALIZATION

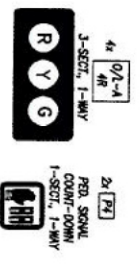
SHEET No. 54

SPECIAL S.O.P.



PHASE No.	1	2	3	4
MINIMUM GREEN	10	20	7	7
MINIMUM YELLOW	3.0	3.0	3.0	3.0
MINIMUM RED	30	40	20	20
MINIMUM GREEN 2	3.0	3.0	3.0	3.0
YELLOW CLEARANCE	3.0	3.0	3.0	3.0
ALL RED	3.0	3.0	3.0	3.0
PEDESTRIAN WALK	7	7	7	7
PEDESTRIAN CLEARANCE	19	19	17	27
RECALL	LOCK	LOCK	LOCK	LOCK
NOTE: EXISTING SIGNAL TIMINGS TO REMAIN WITH PEDESTRIAN TIMINGS ADDED.				

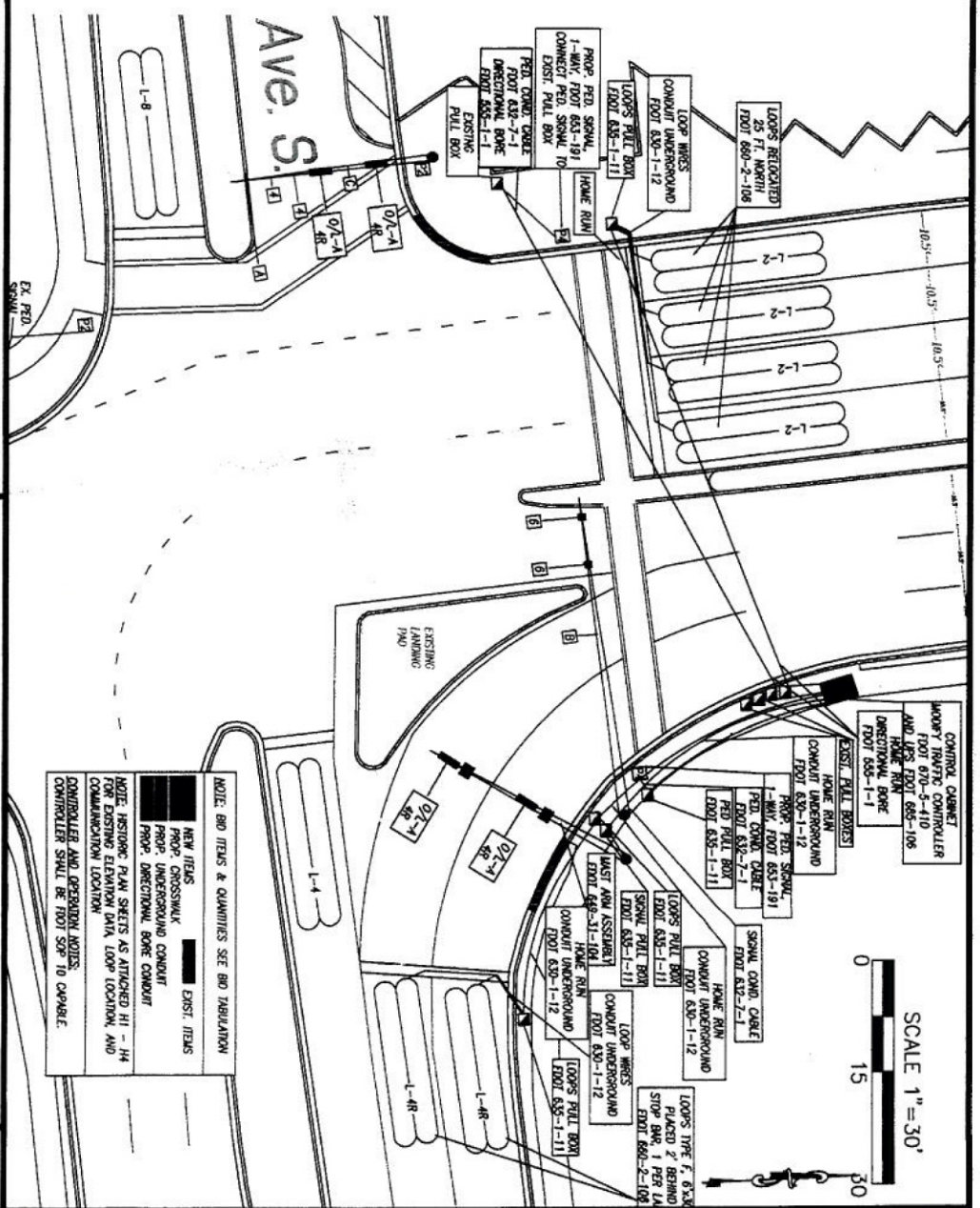
SIGNAL HEAD DETAILS



CONTROLLER OPERATIONS:

- (A) COMMUNICATION ON PHASE 2 (MOVEMENTS 2 AND 4R) WITH BACK-UP TRAFFIC COMMUNICATION. SIGNAL IS COORDINATED WITH 3rd AVENUE SOUTH TO THE NORTH AND 5th STREET SOUTH TO THE EAST.
 - (B) CONDUCTED/MAINTAINED PEDESTRIAN FOR MOVEMENTS 2 (P2), 4 (P4), AND 8 (P8).
- NOTE: SIGNAL OPERATING PLAN SPECIAL (TO BE WIRED AS AN SOP 10) WITH THE FOLLOWING:

LOOP#	No. OF LOOPS	No. NEW DETS.
L-1	0	-
L-2	2	2
L-3	0	-
L-4	0	-
L-5	0	-
L-6	2	2
L-7	0	-
L-8	1	1

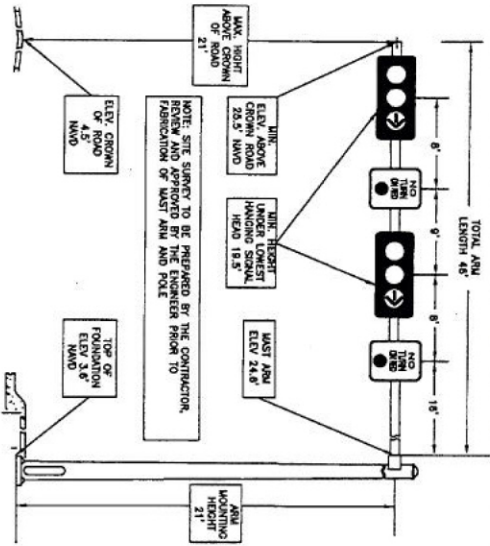


REVISIONS

DATE	DESCRIPTION
Jun. 7, 2012	Added legend and signal SOP.
Jul. 27, 2012	Added legend, revised signal head for item number, added SOP and controller notes.



STATE ROAD No. 90 (U.S.41) AND STATE ROAD No. 46
AT FOUR CORNERS INTERSECTION
PROPOSED SOP, SIGNAL, SIGNAL HEAD DETAIL
AND COMMUNICATION CABLE PLAN



FOUR CORNERS PEDESTRIAN SIGNAL PROJECT
 SR 45 AND SR 90 (FOOT INTERSECTION No. 246)
 ENGINEERING DESIGN CENTER (REFERENCE FOOT INDEX 17743 AND DESIGN LOADING TREE EXHIBITS ON THIS SHEET
 BENCH MARK: DSK 8; ELEV. 1.51 (WIND 88) LOCATED SOUTHWEST CORNER OF 4th AVE. S. EAST OF U.S. 41

POLE LOCATION #3: EXISTING ARM PER SHEET H1 AND H4, POLE LOCATION No. 3.
 MAST ARM CHANGE INDICATES REMOVAL OF TWO SINGLE-SECTION ASSEMBLIES AND REPLACEMENT WITH TWO THREE-SECTION SIGNAL ASSEMBLIES. PER ATTACHED FOOT PLANS H4, THE ORIGINAL STRUCTURE DESIGN INCLUDED FOUR THREE-SECTION SIGNAL ASSEMBLIES. ADDITIONALLY, SIGNAL AND SIGNAGE SPACING ON THE ARM IS NO FURTHER FROM THE EXISTING POLE THAN THE STANDARD 06 DESIGN LOADING TREE

POLE LOCATION #1A: PROPOSED INTERMEDIATE MAST ARM STRUCTURE
 1. SINGLE ARM DESIGNED WITH TWO SIGNAL SECTIONS AND TWO ROADWAY SIGNS, BUT NO STREET NAME SIGNS (PRE-EXISTING).
 2. SIGNAL HEADS TO BE THREE-SECTION AND MOUNTED HORIZONTAL. (NOTE: HEIGHT ALLOWANCE FOR OPTIMAL VERTICAL ALIGNMENT).
 3. R10-11 SIGNS TO BE 30"x36" BASED ON THE REDUCED SPEED (30 MPH) AND SIGNAGE PER LANE.
 4. ARM TYPE "D" USING 150 MPH DESIGN WIND LOAD.
 5. SIGNAL HEAD SPACING AND SIGN SPACING IS NO FURTHER FROM POLE THAN D3 DESIGN LOADING TREE
 6. (NOTE: EXTRA LENGTH RECOMMENDED DUE TO SKEW ANGLE OF ARM).
 7. NO PEDESTRIAN FACILITIES NOR LUMINAIRES ARE TO BE ATTACHED TO THE POLE.
 8. POLE HORIZONTAL TO BE STANDED BUT SKEW ANGLE SHALL BE 45 TO THE WESTBOUND LANE DIRECTION.
 9. FOUNDATION AND BASE PLATE ARE BASED ON SOIL BORING NUMBER 14-19 TAKEN JAN. 19, 1999, LOCATED IMMEDIATELY ADJACENT TO THE PROPOSED UPRIGHT FOUNDATION REFERENCE ATTACHED NUMBERING SHEET H3. (NOTE: WIND DATA FROM DESIGN AND SOIL DATA REMAINS VALID FOR FOUNDATION DESIGN. THE DESIGN WIND SPEED AND CORRESPONDING SOIL STRENGTH DATA FROM THE DESIGN DATA SHEET H3. AND WIND WEIGHT OF 50 LBS/CF WITH WIND TABLE AS SHOWN ON HISTORICAL DATA SHEET H3.

MAST ARM STRUCTURE SELECTION:
 FOOT INDEX 17743 AND 17745 STANDARD MAST ARM TABULATION SHEETS HAVE BEEN COMPLETED AND THE FOOT D3-S2 STANDARD ARM ASSEMBLY SELECTED FOR INSTALLATION AT POLE LOCATION 1A (INTERMEDIATE MAST ARM STRUCTURE). THE STRUCTURE ELEMENTS HAVE BEEN REVIEWED FOR APPLICATION AT POLE LOCATION 1A AND PROVIDED BELOW.

ARM DESIGN

FDOT STANDARD MAST ARM ASSEMBLIES D3-S2

ARM TYPE	ARM LENGTH	MAST ARM				ARM EXTENSION				ARM CONNECTION AND WELDS			
		F1/SK(lb)	F2/SK(lb)	F3/SK(lb)	F4/SK(lb)	F1/SK(lb)	F2/SK(lb)	F3/SK(lb)	F4/SK(lb)	H1(lb)	F1/SK(lb)	F2/SK(lb)	F3/SK(lb)
D3	46'-0"	36.3	8.92	14	0.1793	11.7	13.8	15	0.313	20	25	2.5	

POLE CONNECTION AND SHAFT DESIGN

POLE TYPE	WIND	J20(l)	J20(l)	J20(l)	UPRIGHT BASE CONNECTION								CONNECTION PLATE DATA								BRAKED SHAFT DATA																			
					No. Bolt*	BA (in)	BB (in)	BC (in)	BD (in)	BE (in)	BF (in)	CG (in)	CH (in)	FI/SI (in)	FJ/SI (in)	FK/SN (in)	FL/SN (in)	FM/SN (in)	FN/SN (in)	FO/SN (in)	FP/SN (in)	FQ/SN (in)	FR/SN (in)	FS/SN (in)	FT/SN (in)	FA (in)	FB (in)	FC (in)	FD (in)	FE (in)	FF (in)	FG (in)	FH (in)	FI (in)	FJ (in)	FK (in)	FL (in)	FM (in)	FN (in)	FO (in)
S2	24	14.64	18	0.375	-	6	32	2.5	2.5	1.75	36	20	23	0.75	0.438	13.5	1	2	8	0.438	12	4.5	11	18	9	12														

*NOTE: POLE AND MAST ARM SELECTION FROM THE 2012/2013 FOOT DESIGN STANDARDS PER FOOT INDEX 17743 AND INDEX 17745

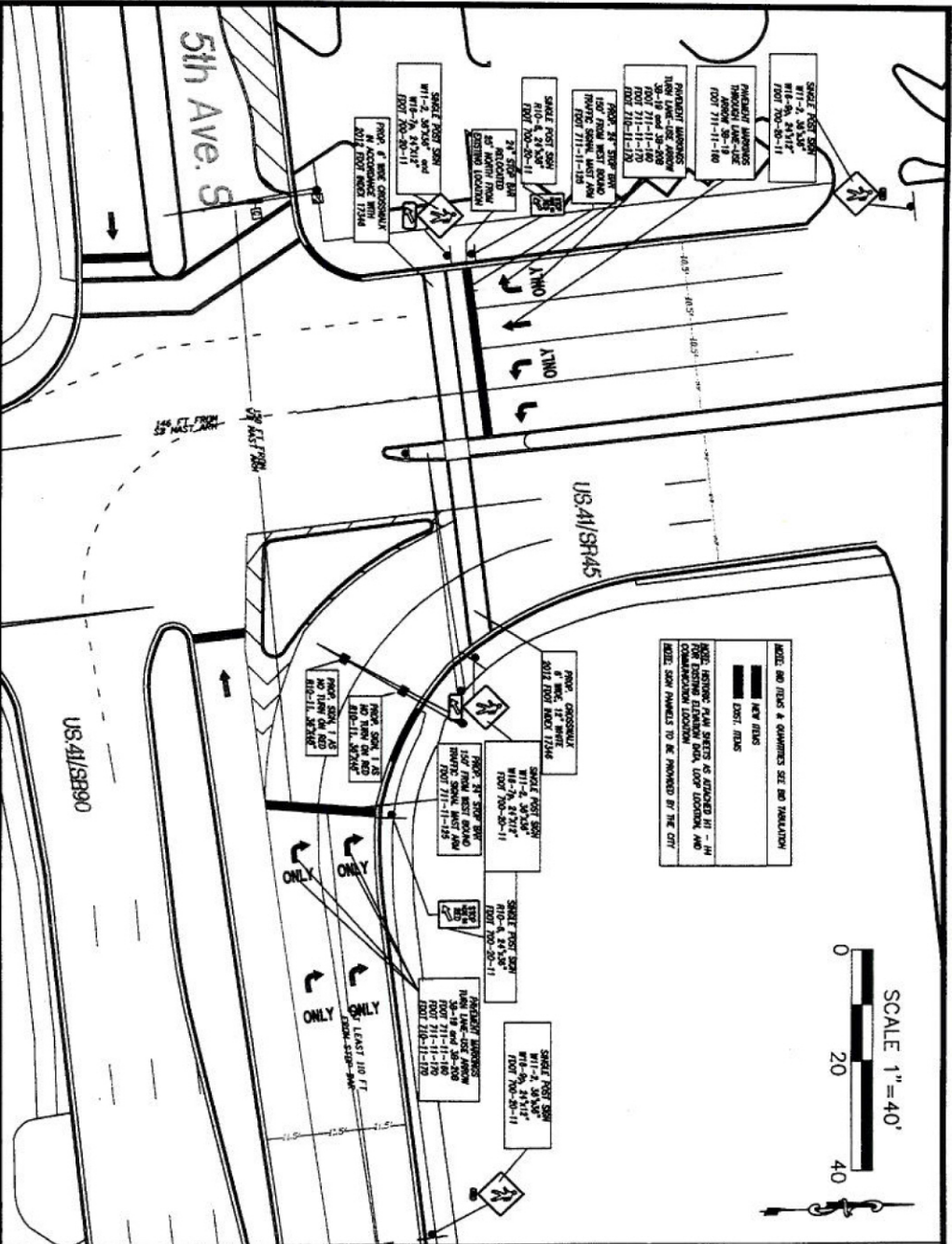
REVISIONS

DATE	DESCRIPTION
JUL 27, 2012	Added notes and mast arm and pole dimensions.
	Revised mast arm tabulation data.

City of Naples
 ENGINEERING AND INSPECTION DEPARTMENT
 890 RIVERSIDE CIRCLE
 NAPLES, FL 34102

STATE ROAD No. 90 (U.S.41) AT FOUR CORNERS
 MAST ARM TABULATION AND SELECTION

SHEET No. 5C



SIGNING AND PAVEMENT MARKING NOTES:

1. PAVEMENT MARKINGS SHOULD BE PLACED AS SHOWN IN THE TRAFFIC DESIGN STANDARDS (2012/2013).
2. ALL EXISTING SIGNS THAT CONFLICT WITH CONSTRUCTION OPERATIONS SHALL BE REMOVED, STOCKPILED AND RELOCATED BY THE CONTRACTOR. SIGN REMOVAL SHALL BE DIRECTED BY THE ENGINEER.
3. SIGNING AND PAVEMENT MARKINGS TO BE DONE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD 2009).
4. STOP BAR LOCATIONS ARE TO BE COORDINATED WITH THE ENGINEER DURING CONSTRUCTION AS APPLICABLE TO OBTAIN PROPER SIGHT DISTANCE.
5. CAUTION SHOULD BE EXERCISED WHILE RELOCATING EXISTING SIGNS TO PREVENT DAMAGE TO SIGNS. IF THE SIGNS ARE DAMAGED OR REPLACED BY THE CONTRACTOR AT HIS EXPENSE.
6. ALL PAVEMENT MARKINGS SHALL BE APPLIED BEFORE RAISED PAVEMENT MARKERS ARE INSTALLED.
7. PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH FOOT INDEX NO. 17346.
8. PROPOSED PEDESTRIAN CROSSWALKS SHALL BE FIELD LOCATED TO MATCH CURB CUT RAMP, AS APPLICABLE.
9. MATCH EXISTING PAVEMENT MARKINGS AT THE PROJECT LIMITS OF CONSTRUCTION.
10. ALL SIGNS TO BE SINGLE COLUMN DRUM OR STEEL POST TYPE IN ACCORDANCE WITH FOOT INDEX NO. 11890.
11. SIGN ASSEMBLY LOCATIONS SHOWN ON PLANS WHICH ARE IN CONFLICT WITH LIGHTING, UTILITIES, DRAINAGE, DRIVEWAYS, CURB CUTS, ETC., SHALL BE ADVISED AS DIRECTED BY THE ENGINEER.
12. EXISTING SIGNS TO BE REMOVED SHALL BE DELIVERED AND STOCKPILED AS DIRECTED BY ENGINEER. CONTRACTOR SHALL COORDINATE WITH APPROPRIATE CITY PERSONNEL.
13. ALL NEW SIGNS SHALL HAVE HIGH INTENSITY GRADE SHEETING.
14. PERMANENT THERMOPLASTIC PAVEMENT MARKINGS SHALL BE INSTALLED FOOT STANDARDS (SEE PAY ITEMS), AS APPLICABLE. CONTRACTOR SHALL PROVIDE THERMOPLASTIC PAINTED STRIPING. THIS SHALL BE INCIDENTAL TO THE APPLICABLE PERMANENT MARKINGS (SEE PAY ITEMS).

REVISIONS

DATE	DESCRIPTION
Jun. 7, 2012	Added legend and notes.
Jul. 27, 2012	Added legend and increased size notes.
	Added note and revised FOOT pay item.

DRAWN BY: C. WARRICK 02/23/2012

City of Naples
TRAFFIC AND TRANSPORTATION DEPARTMENT
 890 INTERSECTION CIRCLE
 NAPLES, FL 34108

STATE ROAD No. 90 (U.S. 41) AND STATE ROAD No. 46
AT FOUR CORNERS INTERSECTION

PROPOSED SIGNING AND PAVEMENT MARKING

SHEET NO. 6

SURFACE FINISH WARRANTY LIMITATIONS. Whether the surface finish of a product is defective within the warranty period with respect to "discoloration," "gloss retention" or "corrosion and lack of adhesion" shall be determined as follows:

Discoloration

Discoloration in excess of 5 E units (CIE 1976 CIELAB) as measured using procedure ASTM D 2244, latest revision, comparing an unexposed sample to an exposed surface after removal of dirt and chalk.

Gloss retention

A minimum of 30 % gloss retention as measured using procedure ASTM D 523, latest revision, comparing an unexposed sample to an exposed surface after removal of dirt and chalk.

Corrosion and lack of adhesion

Corrosion and lack of adhesion in excess of Rust Grade 5, as measured using procedure ASTM D 610, latest revision, based on the complete product assembly. For the purpose of this warranty, this procedure applies to both aluminum and steel.

Not covered by this warranty:

- Surface finish on replacement parts not supplied by Lumec.
- Damages caused by improper use, negligence, accident, foreign material attached to the equipment and damages resulting from poor installation.
- Corrosion, flaking or discoloration caused by environmental drops and / or acts of God such as hail, storm, acid rain, tree sap, water immersion or airborne materials.

Any metallic color surface finish is covered by a one-year warranty only unless a LUMEC clear coating has been specified, in which event the five (5) year warranty shall apply.

GENERAL NOTES

PAY ITEM NUMBERS ARE PROVIDED ONLY FOR THE PURPOSE OF DESCRIBING THE WORK TO BE PERFORMED. PAY ITEM DESCRIPTIONS ARE FOUND IN THE DEPARTMENT'S BASIS OF ESTIMATES MANUAL.

GENERAL NOTES

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION. ANY DEVIATION IN PLAN INFORMATION SHALL BE REPORTED TO THE ENGINEER AND OWNER'S REPRESENTATIVE IMMEDIATELY.
2. CONTRACTOR IS REQUIRED TO OBTAIN FROM THE ENGINEER WRITTEN APPROVAL FOR ANY DEVIATIONS FROM THE PLANS AND/OR SPECIFICATIONS.
3. CITY OF NAPLES, FLORIDA POWER AND LIGHT, EMBARQ TELEPHONE SERVICE, AND CATV MAY HAVE EXISTING UTILITIES ADJACENT TO/WITHIN THE PROPOSED CONSTRUCTION. CONTRACTOR SHALL CONTACT THE RESPECTIVE UTILITIES TO LOCATE AND RELOCATE THEIR FACILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
4. THE CONTRACTOR IS ADVISED THAT PROPERTIES ADJACENT TO THE PROJECT MAY HAVE ELECTRIC, TELEPHONE, WATER AND/OR SEWER SERVICE LINES WHICH MAY NOT BE SHOWN IN THE PLANS. CONTRACTOR SHALL CONTACT THE RESPECTIVE UTILITIES TO LOCATE AND RELOCATE THEIR FACILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE ADDITIONAL COST OF EXCAVATING, INSTALLING, BACKFILLING AND COMPACTING AROUND THESE SERVICES SHALL BE INCLUDED IN THE RELATED BID ITEM FOR THE WORK BEING DONE.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TRAFFIC AND USAGE OF THE EXISTING STREETS ADJACENT TO THE PROJECT. ALL TRAFFIC MAINTENANCE CONTROL SHALL BE IN ACCORDANCE WITH FLORIDA MANUAL OF TRAFFIC CONTROL AND SAFE PRACTICES FOR STREET CONSTRUCTION MAINTENANCE, AND UTILTY OPERATIONS, TRAFFIC CONTROL OPERATION PROCEDURES SHALL BE SUBMITTED TO ENGINEER FOR APPROVAL PRIOR TO BEGINNING CONSTRUCTION.
6. PRECONSTRUCTION MEETINGS SHALL TAKE PLACE WITH APPLICABLE CITY OF NAPLES STAFF PRIOR TO THE START OF CONSTRUCTION.
7. ALL EXISTING UNDERGROUND UTILITIES ARE BASED ON AVAILABLE RECORD DRAWING INFORMATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE APPROPRIATE EXISTING UTILITIES AND REPORT DISCREPANCIES TO THE ENGINEER IMMEDIATELY.
8. THE REVIEW AND APPROVAL OF IMPROVEMENT PLANS DOES NOT AUTHORIZE THE CONSTRUCTION OF REQUIRED IMPROVEMENTS WHICH ARE INCONSISTENT WITH EXISTING EASEMENTS OF RECORD.
9. STATIONS AND OFFSETS ARE FROM THE CENTERLINE OF CONSTRUCTION, UNLESS OTHERWISE NOTED.
10. THE CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF EXISTING LOOP AND LEAD-IN WIRES, TRANSMISSION LINES, UNDERGROUND UTILITIES AND OVERHEAD UTILITIES.
11. THE CONTRACTOR SHALL CALL UNDERGROUND CABLE LOCATING SERVICES FOR FIELD LOCATIONS AT LEAST 48 HOURS BEFORE DIGGING.
12. EXISTING SECTION CORNERS AND X SECTION CORNERS, AND OTHER LAND MARKERS OR MONUMENTS LOCATED WITHIN PROPOSED CONSTRUCTION SHALL BE REFERENCED BY THE CONTRACTOR PRIOR TO CONSTRUCTION AND RESET AFTER CONSTRUCTION BY THE CONTRACTOR. THIS WORK SHALL BE PERFORMED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA ENGAGED BY THE CONTRACTOR.
13. CONTRACTOR SHALL PROVIDE ACCESS WHENEVER CONSTRUCTION INTERFERES WITH THE EXISTING MEANS OF ACCESS. THE CONTRACTOR SHALL NOTIFY PROPERTY OWNERS/TENANTS 48 HOURS IN ADVANCE OF ANY ACCESS CHANGES. CONSTRUCT STAIRWAYS, ADDITIONAL DRIVEWAY AND SITE TRANSITION LENGTH (THAT MAY NOT BE DEPICTED ON THE PLANS) WILL BE CONSIDERED WITH PROPERTY OWNERS FOR RIGHT OF ENTRY, AS APPLICABLE. THIS WILL BE COORDINATED WITH THE CONTRACTOR, ENGINEER AND APPLICABLE PROPERTY OWNER.
14. ALL EXCESS MATERIAL IS TO BE DISPOSED OF BY THE CONTRACTOR IN APPROVED AREAS PROVIDED BY THE CONTRACTOR WITHIN 72 HOURS OF BEING DEPOSITED IN THE CONSTRUCTION SITE AND AT THE CONTRACTOR'S EXPENSE. DO NOT DEPOSIT MATERIALS ONTO ADJACENT PROPERTIES.
15. USE OF A STREET SWEEPER (USING WATER) OR OTHER EQUIPMENT CAPABLE OF CONTROLLING AND REMOVING DUST SHALL BE UTILIZED APPROXIMATELY 100 FEET AHEAD OF THE USE OF SUCH EQUIPMENT IS CONTINGENT UPON ITS DEMONSTRATED ABILITY TO DO THE WORK.
16. IF SHEETING, SHOWING OR DEMARKING, INCLUDING WELL POINTS ARE NECESSARY, MONITOR AND CONTROL ALL WORK THAT MAY CAUSE CHOKING OF AN ADJACENT STRUCTURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES CAUSED BY THESE OPERATIONS. COST OF SHEETING, SHOWING, OR DEMARKING, INCLUDING WELL POINTS, AND ALL MONITORING COSTS SHALL BE INCLUDED IN THE RELATED PAY ITEMS FOR THE WORK BEING DONE.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE DEMARKING PERMIT, IF REQUIRED AND THE COST SHALL BE INCLUDED IN THE RELATED PAY ITEMS FOR THE WORK BEING DONE.
18. THE CONTRACTOR SHALL PROTECT EXISTING AND NEW INLETS FROM PAVEMENT MATERIAL, LIMEROCK, DEBRIS, ETC. DURING CONSTRUCTION AND AT NO ADDITIONAL EXPENSE TO THE OWNER. THIS INCLUDES DRAINAGE INLETS/GRATES AND SWALES LOCATED ON ADJACENT PROPERTIES.

REVISIONS

DATE	DESCRIPTION
Jun. 7, 2012	Revised notes on pages 4 and 6.
Jul. 27, 2012	Revised notes.

City of Naples
STREETS AND TRANSPORTATION DEPARTMENT
340 BAYVIEW CENTER
NAPLES, FL 34108



TRAFFIC OPERATION NOTES

- TRAFFIC OPERATIONS NOTES:
1. BENCH MARK DATUM IS BASED ON IAND 88.
 2. PROJECT ACTIVITY SHALL NOT ADVERSELY IMPACT DRAINAGE STRUCTURES WITHIN THE CONSTRUCTION LIMITS.
 3. THE CONTRACTOR SHALL REMAIN RESPONSIBLE FOR SUBSURFACE CONDITIONS TO INCLUDE REMOVAL OF ROCK OR OTHER MATERIALS IN THE BORING LOGS.
 4. THE CITY OF NAPLES SHALL BE CONTACTED PRIOR TO THE START OF CONSTRUCTION TO COORDINATE ANY UTILITIES RELATIVE TO SIGNAL, COMMUNITY STREET LIGHTING AND UTILITIES.
 5. CONDUIT INSTALLATIONS AND PULL BOX INSTALLATIONS FOR SIGNALIZATION SHALL BE COORDINATED WITH UTILITY COMPANIES AS DIRECTED BY THE PROJECT MANAGER.
 6. THE CITY OF NAPLES IS THE LOCAL MAINTAINING AGENCY FOR SIGNALIZATION WITHIN THE CONSTRUCTION PROJECT LIMITS.
 7. A MINIMUM OF TWO DAYS PRIOR NOTICE SHALL BE PROVIDED TO COLLIER COUNTY AND THE FDOT OPERATIONS CENTER AT FORT MYERS.
 8. ALL FINAL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC.
 9. CONTRACTOR SHALL COMPLY WITH FDOT LANE CLOSURE RESTRICTIONS.

CONTACT INFORMATION

UTILITY OWNERS/AGENCIES:	THE WARNER CABLE OF NAPLES 24017 PRODUCTION CIR. BONITA SPRINGS, FL 34105 CONTACT: LANCE REBER PHONE: 239.326.4109, X 261	COLLIER COUNTY STATE AND LOCAL 4420 MERCANTILE AVE. NAPLES, FL 34104 CONTACT: STEVE SHARBA PHONE: 239.292.5924
TECO PEOPLE GAS 5101 NW 2nd AVE. STE# 480 FORT LAUDERDALE, FL 33309 CONTACT: FLORE GULUMAY PHONE: 854.453.0824	CONCAST 12641 COPPERBAY LAKES DR. FORT MYERS, FL 33913 CONTACT: WILLIAM SIMONIN PHONE: 239.432.1861	CEMDURY LINK 3940 PROSPECT AVE. STE#101 NAPLES, FL 34104 CONTACT: BRIAN WHALEY PHONE: 239.263.8276
CITY OF NAPLES STREETS AND TRAFFIC DEPARTMENT 230 RENSSELAIR CIRCLE NAPLES, FL 34102 CONTACT: MICK SMITH PHONE: 239.213.5014	COLLER COUNTY TRAFFIC OPERATIONS 4800 DMS BLVD. NAPLES, FL 34104 CONTACT: TRUDY ROJAS PHONE: 239.262.6924 X3200	CITY OF NAPLES UTILITY DEPARTMENT 380 RENSSELAIR CIRCLE NAPLES, FL 34102 CONTACT: ALICIA ACEVEDO PHONE: 239.213.4712

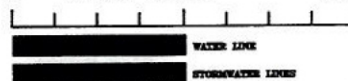


GIS Division - Technology Services Dept.

The City of Naples assumes no liability for errors or omissions in the accuracy of this map. All information shown is for reference only. Water, Wastewater, and Stormwater updates are in progress.

**City of Naples
Utilities Networks**

0 0.004 0.008 0.016 Miles



REVISIONS	
DATE	DESCRIPTION
Jun. 7, 2012	Added legend.

City of Naples
STREETS AND STORMWATER DEPARTMENT



295 REVERSHIDE CIRCLE
NAPLES, FL. 34102

STATE ROAD No.90 (U.S.41) AT FOUR CORNERS

UTILITY LOCATION

SHEET No.

10

NOT CHART AND NOTES

ACTIVITY	NOT APPLICATION
A. Installation of underground conduits.	29
B. Mast arm installation.	34
C. Signal loop & home-run installations/replacements.	21, 22, 23, 25
D. Removal/construction of sidewalk sections with new curbs and median crossings.	29
E. Installation of new signal heads on arms and installation of pedestrian signals.	29
F. Controller programming of the control center, installation of wiring, installation of controller, signal cabinet, upgrades and signal system programming in the field.	29
G. Placement markings & signage instructions.	21-23, 29
H. Implementation of pedestrian signal operations on S.R.43.	22, 23, 29

1. TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION) AND THE FOOT STANDARDS SPECIFICATIONS FOR ROADWAY AND BRIDGE CONSTRUCTION (LATEST EDITION)
2. FOR GENERAL TRAFFIC CONTROL ZONE REQUIREMENTS AND INFORMATION REFER TO FOOT STANDARDS INDEX 600 SERIES.
3. LANE CLOSURES AND PEDESTRIAN CLOSURES SHALL BE IN ACCORDANCE WITH THE APPLICATIONS LISTED ABOVE AND REFERENCED FROM THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION)
4. THE EXISTING SPEED LIMITS SHALL BE MAINTAINED FOR ALL TRAFFIC CONTROL AREAS. THE POSTED SPEED LIMIT IS 30 MPH.
5. MINIMUM LANE WIDTHS OF 10 FEET ARE REQUIRED.
6. PROVISIONS FOR TRAFFIC DISRUPTIONS THAT ARE NOT ANTICIPATED IN THE TRAFFIC CONTROL PLAN, BUT ARE NECESSARY TO IMPROVE THE INTERSECTION, SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL AT LEAST 72 HOURS BEFORE THE START OF WORK. SUBMITTAL MATERIAL SHALL INCLUDE SKETCHES, CALCULATIONS AND OTHER DATA REQUIRED BY THE ENGINEER.
7. THE CONTRACTOR SHALL NOT EXCAVATE ANY AREAS THAT CAN NOT BE SAFELY REOPENED WITHIN THE SAME WORK PERIOD IN ACCORDANCE WITH DROP OFF CRITERIA SHOWN IN STANDARDS INDEXES.
8. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING SIGNS ALONG THE ROADWAY AND INTERSECTING SIDE STREETS. THESE SIGNS SHALL INCLUDE THE STREET SIGNS, STOP SIGNS, AND BUS STOP SIGNS.
9. INSTALL ADVANCE WARNING SIGNS AS REQUIRED BY THE STANDARD INDEX 600.
10. INSTALL WORK ZONE SIGNS AS REQUIRED BY STANDARD INDEXES 604, 611, 612, AND 660 AS APPLICABLE.
11. INSTALL TEMPORARY BARRICADES AS REQUIRED BY THE STANDARD INDEX 612.
12. CONSTRUCT THE PROPOSED SIDEWALK, SODDING AND PAVEMENT MARKINGS UTILIZING STANDARD INDEXES 600, 604, 611, 612, 660.
13. THE CONTRACTOR SHALL CLEAN UP ALL EQUIPMENT AND STORAGE MATERIALS USED THROUGHOUT THE PROJECT LIMITS.
14. THE CONTRACTOR SHALL MAINTAIN PEDESTRIAN TRAFFIC AT ALL TIMES DURING THE CONSTRUCTION PROCESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT A SAFE AND UNOBSTRUCTED ROUTE EXISTS FOR PEDESTRIANS. REFER TO INDEX 660.
15. LANE CLOSURES ARE TO BE IMPLEMENTED ACCORDING TO THE ABOVE NOT CHART SCHEDULE.

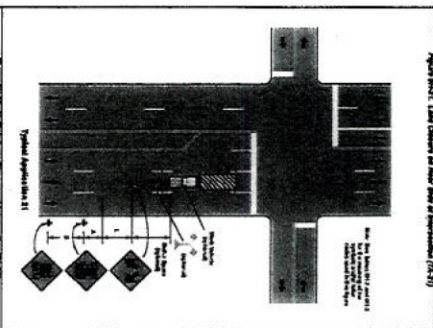
NOTE: SEE REFERENCED INDEXES ABOVE

REVISIONS	
DATE	DESCRIPTION

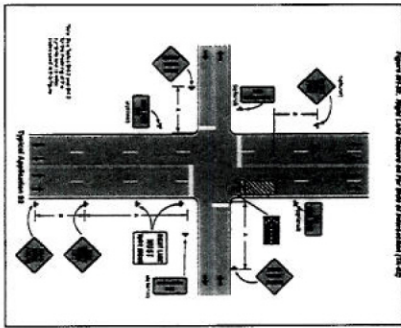
DRAWN BY: C. WARD, 02/23/2012



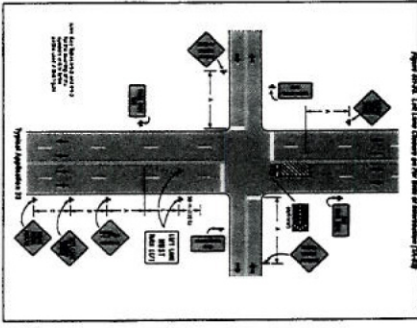
APPLICATION 21



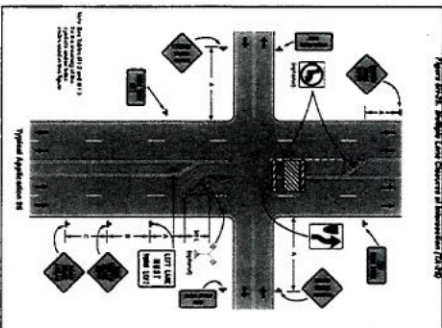
APPLICATION 22



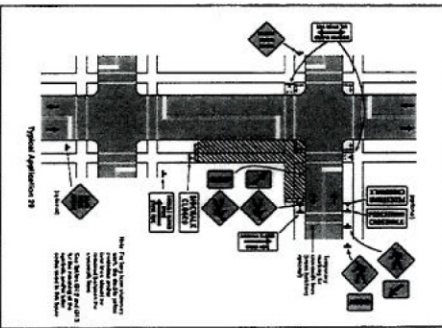
APPLICATION 23



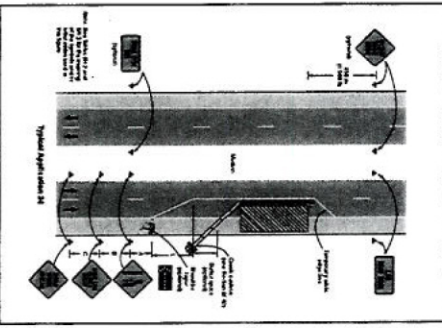
APPLICATION 25



APPLICATION 29



APPLICATION 34



CITY OF NAPLES, FLORIDA

AGREEMENT (PROFESSIONAL SERVICES)

Bid/Proposal No. 059-12

Contract No. 12-00061

Project Name **Disposal of Bio-Solids to a Composting Facility**

THIS AGREEMENT (the "Agreement") is made and entered into this **October 17, 2012**, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Prolime Corporation**, a Michigan corporation, **58610 Van Dyke, Washington, MI 48094** (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 **removal and disposal of Bio-Solids**, 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 **October 16, 2015 with the option of two (2) additional one (1) year renewals**. 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.

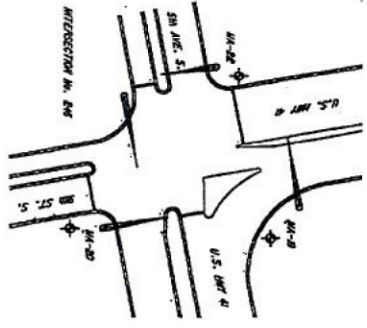
3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONTRACTOR's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONTRACTOR of its duty to perform or give rise to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



LOCATION PLAN
SCALE IN METERS
SECTION: 3
TRANSVERSE: 30 SOUTH
RANGE: 25 EAST

APPROXIMATE LOCATION OF STANDARD PENETRATION TEST BORING

NOTE: PLAN AS SHOWN IS INTENDING FOR INFORMATION ONLY. NO ASSURANCE IS MADE AS TO THE ACCURACY OF LOCATION OF POINTS SHOWN THEREON.



SOIL DESIGN PARAMETERS				BORING NO. 44-30		INTERSECTION NO. 44-30	
ASSEMBLY ELEVATION (METERS)	ASSEMBLY DEPTH (METERS)	ASSEMBLY CLASSIFICATION (METER)	TOTAL UNIT RESISTANCE (KN/M ²)	STANDARD PENETRATION TEST RESISTANCE (KN/M ²)	ASSEMBLY FACTOR (METER)	CONVERSION FACTOR	CONVERSION
30.4 - 30.8	0 - 1.6	SP	8.5	7.8	20	-	-
30.8 - 31.2	1.6 - 3.2	SP-SC	8.8	6.8	20	-	-
31.2 - 31.6	3.2 - 4.8	SC	8.9	6.1	20	-	-
31.6 - 32.0	4.8 - 6.4	SC	8.9	6.4	20	-	-
32.0 - 32.4	6.4 - 8.0	SC	8.9	6.4	20	-	-
32.4 - 32.8	8.0 - 9.6	SC	8.9	6.4	20	-	-
32.8 - 33.2	9.6 - 11.2	SC	8.9	6.4	20	-	-
33.2 - 33.6	11.2 - 12.8	SC	8.9	6.4	20	-	-
33.6 - 34.0	12.8 - 14.4	SC	8.9	6.4	20	-	-
34.0 - 34.4	14.4 - 16.0	SC	8.9	6.4	20	-	-
34.4 - 34.8	16.0 - 17.6	SC	8.9	6.4	20	-	-
34.8 - 35.2	17.6 - 19.2	SC	8.9	6.4	20	-	-
35.2 - 35.6	19.2 - 20.8	SC	8.9	6.4	20	-	-
35.6 - 36.0	20.8 - 22.4	SC	8.9	6.4	20	-	-
36.0 - 36.4	22.4 - 24.0	SC	8.9	6.4	20	-	-
36.4 - 36.8	24.0 - 25.6	SC	8.9	6.4	20	-	-
36.8 - 37.2	25.6 - 27.2	SC	8.9	6.4	20	-	-
37.2 - 37.6	27.2 - 28.8	SC	8.9	6.4	20	-	-
37.6 - 38.0	28.8 - 30.4	SC	8.9	6.4	20	-	-
38.0 - 38.4	30.4 - 32.0	SC	8.9	6.4	20	-	-
38.4 - 38.8	32.0 - 33.6	SC	8.9	6.4	20	-	-
38.8 - 39.2	33.6 - 35.2	SC	8.9	6.4	20	-	-
39.2 - 39.6	35.2 - 36.8	SC	8.9	6.4	20	-	-
39.6 - 40.0	36.8 - 38.4	SC	8.9	6.4	20	-	-
40.0 - 40.4	38.4 - 40.0	SC	8.9	6.4	20	-	-
40.4 - 40.8	40.0 - 41.6	SC	8.9	6.4	20	-	-
40.8 - 41.2	41.6 - 43.2	SC	8.9	6.4	20	-	-
41.2 - 41.6	43.2 - 44.8	SC	8.9	6.4	20	-	-
41.6 - 42.0	44.8 - 46.4	SC	8.9	6.4	20	-	-
42.0 - 42.4	46.4 - 48.0	SC	8.9	6.4	20	-	-
42.4 - 42.8	48.0 - 49.6	SC	8.9	6.4	20	-	-
42.8 - 43.2	49.6 - 51.2	SC	8.9	6.4	20	-	-
43.2 - 43.6	51.2 - 52.8	SC	8.9	6.4	20	-	-
43.6 - 44.0	52.8 - 54.4	SC	8.9	6.4	20	-	-
44.0 - 44.4	54.4 - 56.0	SC	8.9	6.4	20	-	-
44.4 - 44.8	56.0 - 57.6	SC	8.9	6.4	20	-	-
44.8 - 45.2	57.6 - 59.2	SC	8.9	6.4	20	-	-
45.2 - 45.6	59.2 - 60.8	SC	8.9	6.4	20	-	-
45.6 - 46.0	60.8 - 62.4	SC	8.9	6.4	20	-	-
46.0 - 46.4	62.4 - 64.0	SC	8.9	6.4	20	-	-
46.4 - 46.8	64.0 - 65.6	SC	8.9	6.4	20	-	-
46.8 - 47.2	65.6 - 67.2	SC	8.9	6.4	20	-	-
47.2 - 47.6	67.2 - 68.8	SC	8.9	6.4	20	-	-
47.6 - 48.0	68.8 - 70.4	SC	8.9	6.4	20	-	-
48.0 - 48.4	70.4 - 72.0	SC	8.9	6.4	20	-	-
48.4 - 48.8	72.0 - 73.6	SC	8.9	6.4	20	-	-
48.8 - 49.2	73.6 - 75.2	SC	8.9	6.4	20	-	-
49.2 - 49.6	75.2 - 76.8	SC	8.9	6.4	20	-	-
49.6 - 50.0	76.8 - 78.4	SC	8.9	6.4	20	-	-
50.0 - 50.4	78.4 - 80.0	SC	8.9	6.4	20	-	-
50.4 - 50.8	80.0 - 81.6	SC	8.9	6.4	20	-	-
50.8 - 51.2	81.6 - 83.2	SC	8.9	6.4	20	-	-
51.2 - 51.6	83.2 - 84.8	SC	8.9	6.4	20	-	-
51.6 - 52.0	84.8 - 86.4	SC	8.9	6.4	20	-	-
52.0 - 52.4	86.4 - 88.0	SC	8.9	6.4	20	-	-
52.4 - 52.8	88.0 - 89.6	SC	8.9	6.4	20	-	-
52.8 - 53.2	89.6 - 91.2	SC	8.9	6.4	20	-	-
53.2 - 53.6	91.2 - 92.8	SC	8.9	6.4	20	-	-
53.6 - 54.0	92.8 - 94.4	SC	8.9	6.4	20	-	-
54.0 - 54.4	94.4 - 96.0	SC	8.9	6.4	20	-	-
54.4 - 54.8	96.0 - 97.6	SC	8.9	6.4	20	-	-
54.8 - 55.2	97.6 - 99.2	SC	8.9	6.4	20	-	-
55.2 - 55.6	99.2 - 100.8	SC	8.9	6.4	20	-	-
55.6 - 56.0	100.8 - 102.4	SC	8.9	6.4	20	-	-
56.0 - 56.4	102.4 - 104.0	SC	8.9	6.4	20	-	-
56.4 - 56.8	104.0 - 105.6	SC	8.9	6.4	20	-	-
56.8 - 57.2	105.6 - 107.2	SC	8.9	6.4	20	-	-
57.2 - 57.6	107.2 - 108.8	SC	8.9	6.4	20	-	-
57.6 - 58.0	108.8 - 110.4	SC	8.9	6.4	20	-	-
58.0 - 58.4	110.4 - 112.0	SC	8.9	6.4	20	-	-
58.4 - 58.8	112.0 - 113.6	SC	8.9	6.4	20	-	-
58.8 - 59.2	113.6 - 115.2	SC	8.9	6.4	20	-	-
59.2 - 59.6	115.2 - 116.8	SC	8.9	6.4	20	-	-
59.6 - 60.0	116.8 - 118.4	SC	8.9	6.4	20	-	-
60.0 - 60.4	118.4 - 120.0	SC	8.9	6.4	20	-	-
60.4 - 60.8	120.0 - 121.6	SC	8.9	6.4	20	-	-
60.8 - 61.2	121.6 - 123.2	SC	8.9	6.4	20	-	-
61.2 - 61.6	123.2 - 124.8	SC	8.9	6.4	20	-	-
61.6 - 62.0	124.8 - 126.4	SC	8.9	6.4	20	-	-
62.0 - 62.4	126.4 - 128.0	SC	8.9	6.4	20	-	-
62.4 - 62.8	128.0 - 129.6	SC	8.9	6.4	20	-	-
62.8 - 63.2	129.6 - 131.2	SC	8.9	6.4	20	-	-
63.2 - 63.6	131.2 - 132.8	SC	8.9	6.4	20	-	-
63.6 - 64.0	132.8 - 134.4	SC	8.9	6.4	20	-	-
64.0 - 64.4	134.4 - 136.0	SC	8.9	6.4	20	-	-
64.4 - 64.8	136.0 - 137.6	SC	8.9	6.4	20	-	-
64.8 - 65.2	137.6 - 139.2	SC	8.9	6.4	20	-	-
65.2 - 65.6	139.2 - 140.8	SC	8.9	6.4	20	-	-
65.6 - 66.0	140.8 - 142.4	SC	8.9	6.4	20	-	-
66.0 - 66.4	142.4 - 144.0	SC	8.9	6.4	20	-	-
66.4 - 66.8	144.0 - 145.6	SC	8.9	6.4	20	-	-
66.8 - 67.2	145.6 - 147.2	SC	8.9	6.4	20	-	-
67.2 - 67.6	147.2 - 148.8	SC	8.9	6.4	20	-	-
67.6 - 68.0	148.8 - 150.4	SC	8.9	6.4	20	-	-
68.0 - 68.4	150.4 - 152.0	SC	8.9	6.4	20	-	-
68.4 - 68.8	152.0 - 153.6	SC	8.9	6.4	20	-	-
68.8 - 69.2	153.6 - 155.2	SC	8.9	6.4	20	-	-
69.2 - 69.6	155.2 - 156.8	SC	8.9	6.4	20	-	-
69.6 - 70.0	156.8 - 158.4	SC	8.9	6.4	20	-	-
70.0 - 70.4	158.4 - 160.0	SC	8.9	6.4	20	-	-
70.4 - 70.8	160.0 - 161.6	SC	8.9	6.4	20	-	-
70.8 - 71.2	161.6 - 163.2	SC	8.9	6.4	20	-	-
71.2 - 71.6	163.2 - 164.8	SC	8.9	6.4	20	-	-
71.6 - 72.0	164.8 - 166.4	SC	8.9	6.4	20	-	-
72.0 - 72.4	166.4 - 168.0	SC	8.9	6.4	20	-	-
72.4 - 72.8	168.0 - 169.6	SC	8.9	6.4	20	-	-
72.8 - 73.2	169.6 - 171.2	SC	8.9	6.4	20	-	-
73.2 - 73.6	171.2 - 172.8	SC	8.9	6.4	20	-	-
73.6 - 74.0	172.8 - 174.4	SC	8.9	6.4	20	-	-
74.0 - 74.4	174.4 - 176.0	SC	8.9	6.4	20	-	-
74.4 - 74.8	176.0 - 177.6	SC	8.9	6.4	20	-	-
74.8 - 75.2	177.6 - 179.2	SC	8.9	6.4	20	-	-
75.2 - 75.6	179.2 - 180.8	SC	8.9	6.4	20	-	-
75.6 - 76.0	180.8 - 182.4	SC	8.9	6.4	20	-	-
76.0 - 76.4	182.4 - 184.0	SC	8.9	6.4	20	-	-
76.4 - 76.8	184.0 - 185.6	SC	8.9	6.4	20	-	-
76.8 - 77.2	185.6 - 187.2	SC	8.9	6.4	20	-	-
77.2 - 77.6	187.2 - 188.8	SC	8.9	6.4	20	-	-
77.6 - 78.0	188.8 - 190.4	SC	8.9	6.4	20	-	-
78.0 - 78.4	190.4 - 192.0	SC	8.9	6.4	20	-	-
78.4 - 78.8	192.0 - 193.6	SC	8.9	6.4	20	-	-
78.8 - 79.2	193.6 - 195.2	SC	8.9	6.4	20	-	-
79.2 - 79.6	195.2 - 196.8	SC	8.9	6.4	20	-	-
79.6 - 80.0	196.8 - 198.4	SC	8.9	6.4	20	-	-
80.0 - 80.4	198.4 - 200.0	SC	8.9	6.4	20	-	-
80.4 - 80.8	200.0 - 201.6	SC	8.9	6.4	20	-	-
80.8 - 81.2	201.6 - 203.2	SC	8.9	6.4	20	-	-
81.2 - 81.6	203.2 - 204.8	SC	8.9	6.4	20	-	-
81.6 - 82.0	204.8 - 206.4	SC	8.9	6.4	20	-	-
82.0 - 82.4	206.4 - 208.0	SC	8.9	6.4	20	-	-
82.4 - 82.8	208.0 - 209.6	SC	8.9	6.4	20	-	-
82.8 - 83.2	209.6 - 211.2	SC	8.9	6.4	20	-	-
83.2 - 83.6	211.2 - 212.8	SC	8.9	6.4	20	-	-
83.6 - 84.0	212.8 - 214.4	SC	8.9	6.4	20	-	-
84.0 - 84.4	214.4 - 216.0	SC	8.9	6.4	20	-	-
84.4 - 84.8	216.0 - 217.6	SC	8.9	6.4	20	-	-
84.8 - 85.2	217.6 - 219.2	SC	8.9	6.4	20	-	-
85.2 - 85.6	219.2 - 220.8	SC	8.9	6.4	20	-	-
85.6 - 86.0	220.8 - 222.4	SC	8.9	6.4	20		

EXHIBIT B-1

4-Corners Pedestrian Improvement Project

Item	Description	FDOT Pay Item No.	QTY	UNIT	UNIT PRICE	LINE ITEM TOTAL
1	Mobilization	101-1	1	LS	4,387.50	\$4,387.50
2	Maintenance of Traffic	102-1	1	LS	6,066.54	\$6,066.54
3	Clearing Grubbing & Demolition (Standard & Special)	110-2-1 (Special)	1	LS	4,184.58	\$4,184.58
4	F & I Concrete Sidewalk (4" Thick)	522-1	42	SY	35.46	\$1,489.32
5	F & I Detectible Warning On Walking Surface	527-1	2	EA	341.13	\$682.26
6	Directional Bore, Less than 6" Diameter.	555-1-1	240	LF	31.41	\$7,538.40
7	F & I Underground Conduit	630-1-12	225	LF	8.97	\$2,018.25
8	F & I all Cable Wires for System Function	632-7-1	1	PI	4,037.89	\$4,037.89
9	F & I Pull and Junction Boxes	635-1-11	5	EA	431.83	\$2,159.15
10	F & I Mast Arm (High Loading) Includes Painting	649-31-104 649-4.3	1	EA	39,257.30	\$39,257.30
11	F&I LED Signal Head, 3 Section, 1 Way, Standard	650-53-311	4	AS	897.30	\$3,589.20
12	F & I Pedestrian Signal, LED Countdown	653-191	2	AS	953.40	\$1,906.80
13	Back Plate 3 Section	659-101	4	EA	168.24	\$672.96
14	F & I Aluminum Ped. Pedestal Painted Color of Mast Arm	659-1-11	2	EA	953.40	\$1,906.80
15	F & I Loop Type F	660-2-106	6	EA	897.31	\$5,383.86
16	F & I Pedestrian Detector	665-13	2	EA	185.07	\$370.14
17	Uninterrupted Power Supply (UPS)	685-106	1	EA	7,066.32	\$7,066.32
18	Modify Traffic Controller	670-5-410	1	AS	2,243.27	\$2,243.27
19	Sign Single Post (<12') (F&I)	700-20-11	3	AS	420.61	\$1,261.83
20	Sign Single Post (<12') (Relocate)	700-20-40	3	AS	291.62	\$874.86
21	Sign Single Post (<12') (Remove)	700-20-60	1	AS	39.26	\$39.26
22	Sign Panel (<12') (F&I)	700-48-18	5	AS	252.37	\$1,261.85
23	Directional Arrow (White) (Thermoplastic)	710-11-170	5	EA	84.12	\$420.60
24	Pavement Message Removal	710-17	50	SF	1.23	\$61.50
25	Pavement Directional Arrow Removal	710-17	75	SF	1.23	\$92.25
26	Pavement Markings Removal 6"	710-17	75	LF	1.23	\$92.25
27	Pavement Markings Removal 24"	710-17	45	LF	2.47	\$111.15
28	Solid Traffic Stripe (24" White) (Thermoplastic)	711-11-125	70	LF	6.28	\$439.60
29	Pavement Message (White) (Thermoplastic)	711-11-160	4	EA	140.20	\$560.80
30	Median Separation Special (Removal/Replacement)		1	LS	2,081.36	\$2,081.36
31	Landscape Restoration	580	1	LS	1,246.63	\$1,246.63
32	Site Irrigation	983	1	LS	623.32	\$623.32
33	SUBTOTAL					\$104,127.80
34	Unforeseen Conditions Allowance (10%)	999-25	1	LS	0.10	\$10,412.78
	TOTAL					\$114,540.58

BONNESS INC.

Authorized Signature of Company Representative

Name (print)

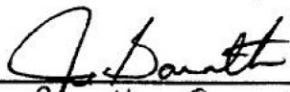

Jane Borath, Corp Secretary / Treasurer

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 Exec. V.P. of the **Bonness, 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 6th day of November, 2012.

By: Jeff Jam