

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 according to an agreed project schedule. This Agreement shall be in effect through **September 30, 2015 with the CITY and CONTRACTOR'S mutual acceptance to renew this Agreement for two (2) additional one-year periods.** 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. 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 to Proceed for construction. Should CONTRACTOR fail to complete the project within this timeframe, daily liquidated damages in an amount consistent with Sec. 8-10.2 of the Florida Department of Transportation Standard Specifications (2010) may be assessed.

ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONTRACTOR by the CITY for **Fiscal Year 2014 for all Services is \$74,840.00 and additional Fiscal Years shall be according to a Department's Adopted Budget** 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:

Creative Mailbox Designs, LLC
dba Creative Sign Designs
12801 Commodity Place
Tampa, Florida 33626
Attention: **Jamie Harden**, President / CEO
FEI/EIN Number: 20-2975242 (State: FL)

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

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

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:

Creative Mailbox Designs, LLC
dba Creative Sign Designs
12801 Commodity Place
Tampa, Florida 33626
Attention: **Jamie Harden**, President / CEO
FEI/EIN Number: 20-2975242 (State: FL)
A Florida Limited Liability Company

By: Jamie Harden

Its: President & CEO

Kelly Crandall
Witness

Kelly Crandall
Printed Witness Name

(CORPORATE SEAL)

General Contract (not Architects/Engineers)

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services to be provided under this Agreement are those set out in Exhibit A, which is attached and made a part of this Agreement and the City's (ITB) Invitation To Bid No. 14-019, titled Decorative Street Signs herein referenced and made a part of this Agreement.

END OF EXHIBIT A

City of Naples Decorative Street Sign Specification

1) Post Specifications

- a) Street posts shall have a 4" O.D. (Outside Diameter) and have a minimum thickness of 0.125". See Detail #6.
- b) Post length shall allow for 80" from concrete foundation mounting to bottom of regulatory sign frame. The concrete foundation shall rise out of the ground and have an elevation of no less than 2.5" from the natural ground surface and no more than 3.5" from ground surface. The stop sign frame shall be 1" thick around the entire octagon. Therefore the stop sign, as mounted, shall have between 83.5" and 84.5" between natural ground surface and the bottom of the stop sign.
- c) Street posts shall be fluted and made of extruded aluminum.
- d) Technical requirements must be verified by City with submittal of cut sheets and/or technical specifications. In the best interest of the City, the City reserves the right to consider alternative design options, dimensions, fabrication methods, assembly methods or any other variations as proposed by the manufacturer.
- e) Horizontal clearances and offsets from edge of pavement, sidewalks, crosswalks, etc. shall meet criteria set forth by M.U.T.C.D. In accordance with Florida law, the Contractor shall call Florida Sunshine One to locate utilities prior to digging. Prior to installation, the Contractor shall identify the actual field location for each stop sign with the City's designated inspector. No sign shall be erected without the prior approval of the City inspector.

2) Decorative Components: Stop Sign Frame, Finial, Base, Scroll, Street Name Flags

- a) Stop Sign Frame & Backing: The stop sign frame shall be made from a single piece of cast aluminum and be bolted to an aluminum mounting bracket that is welded to the fluted aluminum post. The stop sign frame and backing shall be dimensioned as shown in Detail #7. Existing octagon stop sign posts are wooden 4" by 4" posts and posts are buried approximately three to four feet underground. Existing stop signs shall be removed from decorative wooden stop signs at the time a new decorative metal sign post replaces wooden stop sign posts. The Contractor shall be required to remove existing stop signs from wooden mountings (they are currently screwed in) and install it onto the new decorative metal mounting by bolt/nut or rivet.
- b) Finial: Decorative finial caps shall be cast aluminum, be an "Acorn" design, and be made for and welded to the 4" fluted aluminum post. Please see Detail #8.
- c) Base: Decorative base shall be cast aluminum and welded to decorative post. Style shall match the attached decorative base option selected and final approval shall be coordinated with the City. Please see Details #4 and #5.
- d) Scroll: Decorative scrolls shall be one piece cast aluminum and welded to each decorative street name flag (frames) and decorative post. Style shall match the attached decorative scroll options. Please see Details #10, #11, and #12.
- e) Street Name Flags (also called Frames and/or Paddle): The sign flag shall be made from a single piece of cast aluminum and be welded to the fluted aluminum post and scroll. The

custom street name flags (frames) shall be dimensioned as shown in Detail #9. To be included in this item are new street name signs. Two per flag. Street name signs shall meet specification in Item #4 below.

- f) Prior to any fabrication, shop drawings shall be delivered to the City for each component in #1 and #2 above. The City shall review each shop drawing and provide its approval or disapproval.

3) Welding

- a) Contractor shall provide warranty on all welds. Duration of warranty shall be noted in the bid tabulation.
- b) With the exception of the stop sign frame and backing being bolted onto a mounting bracket, all decorative components shall be fully welded to the post and not mechanically fastened. Welds shall be continuous, without spacing.
- c) All welds to use Alcotech Alloy 4043 filling wire (or equivalent), ISO designation: A1515 ANSA/AWS A.510 (ER&R) AMS 4190. All welds to be properly filed, grounded, cleaned and prepped.

4) Signs

- a) All street name signs shall meet MUTCD and FDOT specifications for size and reflectivity.
- b) Street name signs shall be 6" by 36".
- c) Street signs shall have a green background with white lettering. An alternative will be to furnish signs with a white background and black lettering. The City will select the final alternate prior to awarding a contract.
- d) Each street sign paddle shall have a unique neighborhood logo. The logo shall be secured to each sign paddle at the location(s) shown in Details #1 and #2. The design of the neighborhood logo shall be coordinated with City prior to sign installation and be placed over a white reflective background, which is adhered to the paddle.
- e) Street sign flags shall have the ability to either be fixed (by bolt, rivet, adhesive) onto both sides the street name sign flags or have a dual faced street name sign that will slide into the sign frame and mechanically locked in place. The inserts shall be minimum 0.080 gauge aluminum (two per panel unless double-sided) with prismatic reflective faces. All details are to be submitted to the City for review and approval.
- f) Street sign paddles shall be orientated in such a manner that the paddle faces away from the adjacent travel lane.

5) Coating and Color

Contractor shall provide warranty period for color coating and gloss. Coating shall be either aluminum powder coating or automotive urethane grade paint priming and finishes.

The powder coating shall adhere to the following standards:

- a) The coating shall be applied in the following stages:
 - i. Stage 1 – All products coated shall receive an alkaline cleaner application followed by a fresh water rinse

- ii. Stage 2 – Phosphoric Acid 4% solution treatment with a fluoride accelerant followed by a reverse osmosis water rinse at ambient temperature. The rinse shall be followed by a high pressure air spray to remove all moisture from the product.
- iii. Stage 3 – Non-chrome Polymer sealer application
- iv. Stage 4 – Oven drying
- v. Stage 5 – Electro-static application of polyester powder in a downdraft spray booth and applied by articulated robot arm sprayer and over sprayed by an application technician. Polyester powder overspray shall be recoverable and reusable.
- vi. Stage 6 – Oven curing to harden powder finish and create final appearance and adhesion to the substrate. Curing shall be in a cooling tunnel to prepare for un-racking.

The paint and primer shall adhere to the following standards:

- i. Stage 1 – Aluminum to be washed, removed of all oils and dirt
 - ii. Stage 2 – Aluminum to be primed with two part self-etching primer
 - iii. Stage 3 – Finish coat shall be two part-part automotive urethane and have no imperfections
- b) The finish-coat of the entire assembly shall be high gloss black.

6) Installation and Removal

- a) All signs shall include installation in concrete foundations as specified in Detail #1. All signs will be located within the City limits and locations shall be approved by the City prior to installation.
 - b) Concrete foundations shall be a minimum of sixteen inches (1.33-feet) in diameter for standard base (Detail #4) and 36-inches (3 feet) deep regardless of base option, unless otherwise approved by the City. For any decorative base option the City selects, the concrete shall extend a minimum 3.5 inches outside the diameter of the selected base. Alternative size dimensions shall require the Contractor to provide engineering calculations showing the alternative base meets south Florida wind loading forces and break-a-way design standards.
 - c) Contractor shall have the option of either bolting decorative post to a prefabricated concrete base or extending the sign post into the foundation forms and pouring the concrete base around the post. Both options require the bottom of the concrete base to be raised between 2.5 and 3.5 inches from existing ground surface. This is intended to protect the sign post from weed-wackers and lawn mowers.
- a) The contractor shall remove all existing wooden signs and relocate them to the city stock yard or as directed by City staff.

7) Acceptance

- a) Contractor to provide a single unit for final approval prior to producing the remaining orders.

8) Purchasing Requirements

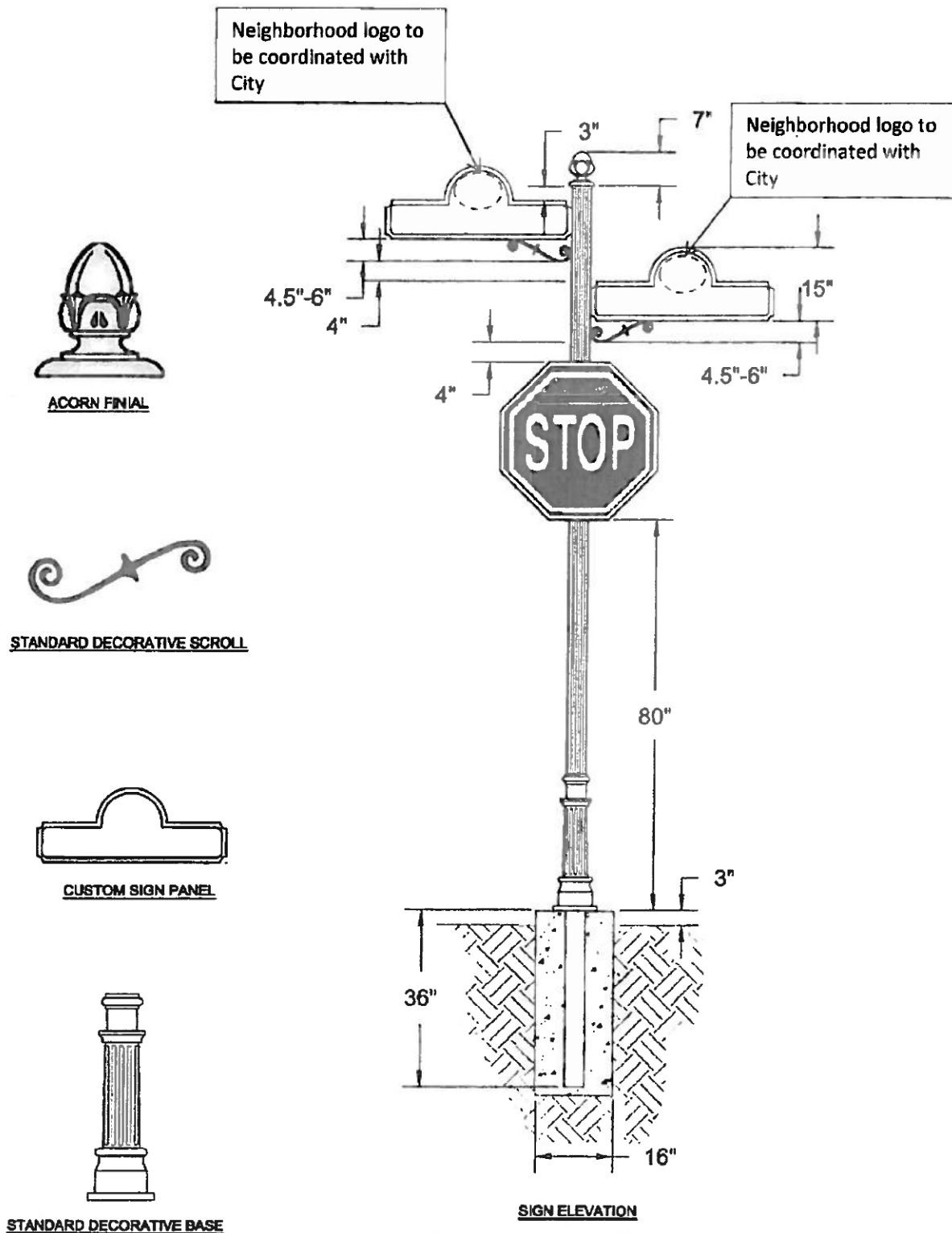
- a) Prices established by this bid shall be honored for a minimum of 12-months from the date the Agreement is executed by the City. The Contractor shall honor any order made by the City for any amount of decorative stop sign assemblies as allowed for by these specifications and at the

rates set forth in the Bid Tabulation for a period of 12-months after the City's execution date of the Agreement. At the conclusion of the term of Agreement, the City and Contractor shall each have the option to extend the term of Agreement for two additional 12-month periods.

- b) It is the City's desire to eventually replace all 750 decorative wooden stop signs within the City limits; however, complete replacement will depend on budget and time. This initial purchase focuses on a specific neighborhood within the City for Fiscal Year 2013-14. However, purchase quantities and locations may increase above that noted in the Bid Tabulation and the Contractor shall honor those orders.

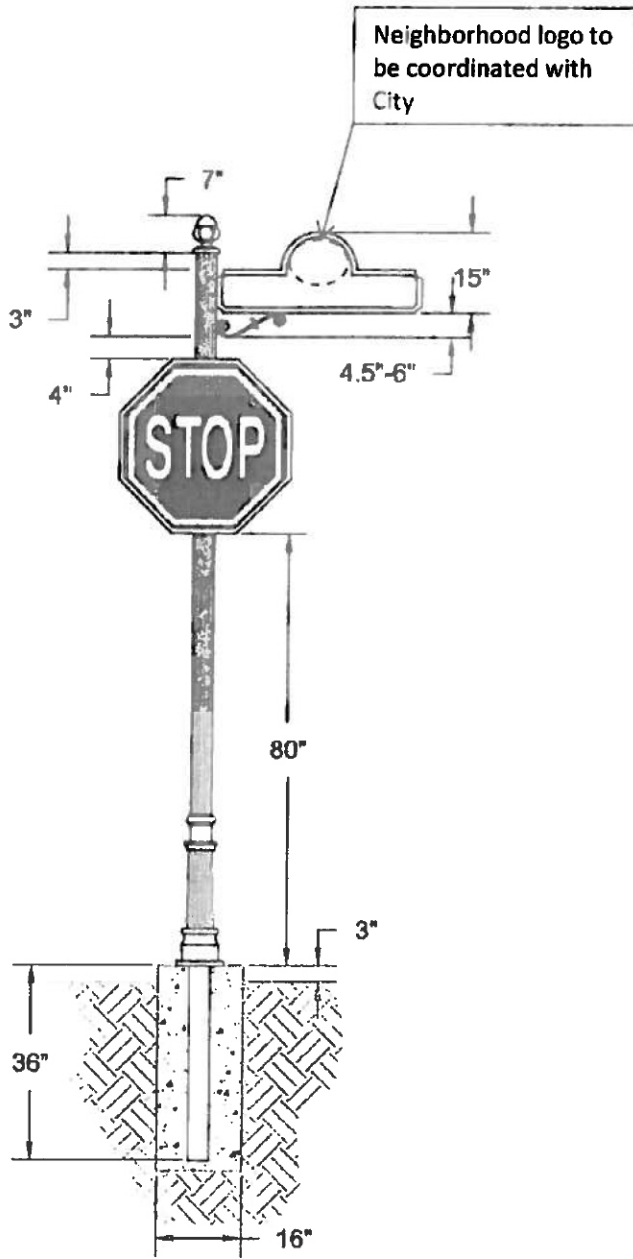
9) Time

- a) The Contractor shall complete all work to furnish and install all signs and mountings specified on the Bid Tabulation within 5-months from Notice to Proceed. Additional time may be granted for sign orders in excess of the amount specified on the Bid Tabulation.

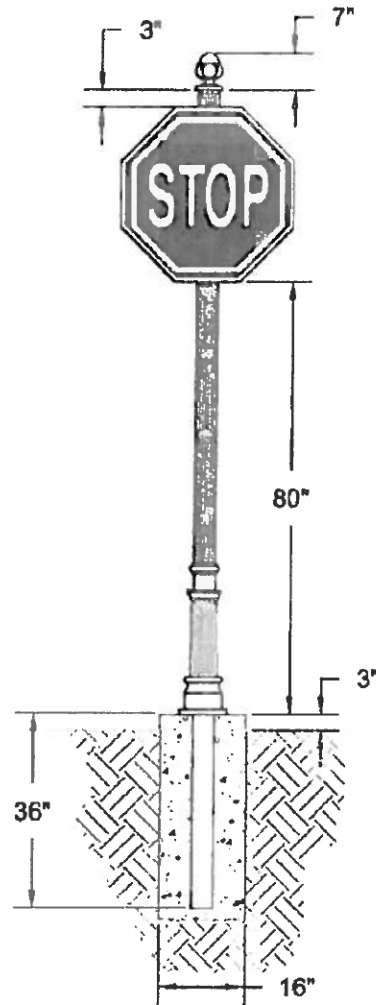


* Street name paddles/flags are shown at 180 degrees to illustrate spacing along pole, actual angle to be 90 degrees.

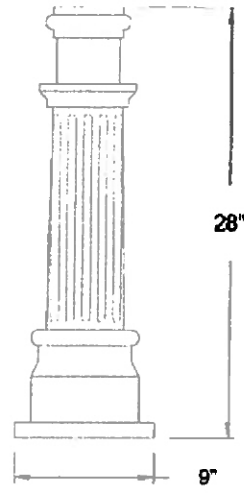
Detail #1: Sign Elevation with Decorative Components



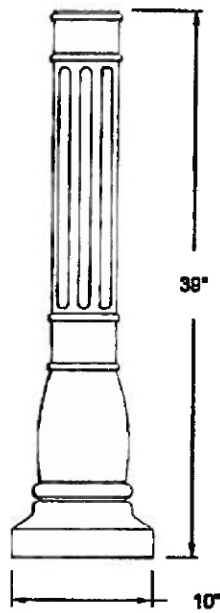
Detail #2: Sign Elevation w/
Single Street Sign



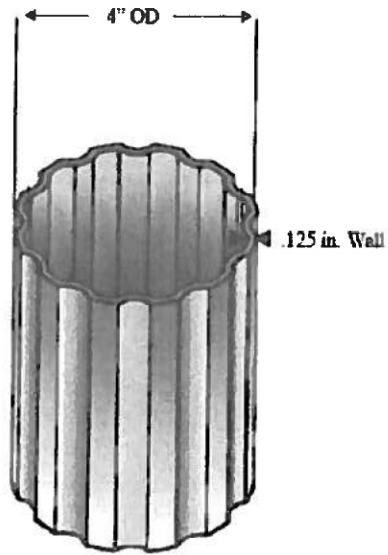
Detail #3: Sign Elevation
Stop Sign Only



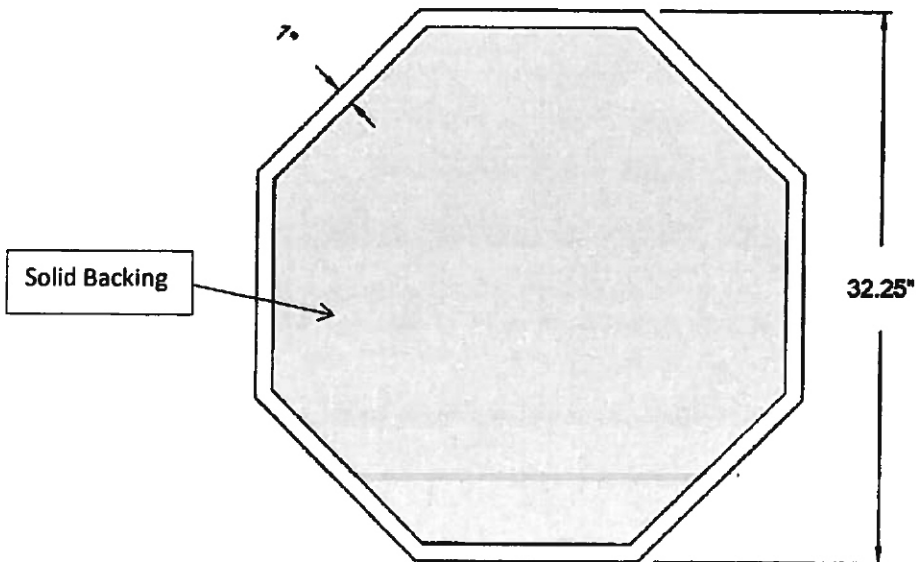
Detail #4: Standard Fluted Decorative Base



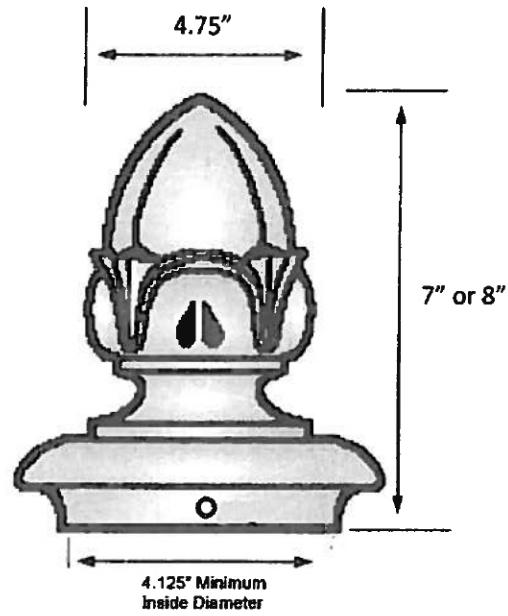
Detail #5: Option #1 Fluted Decorative Base



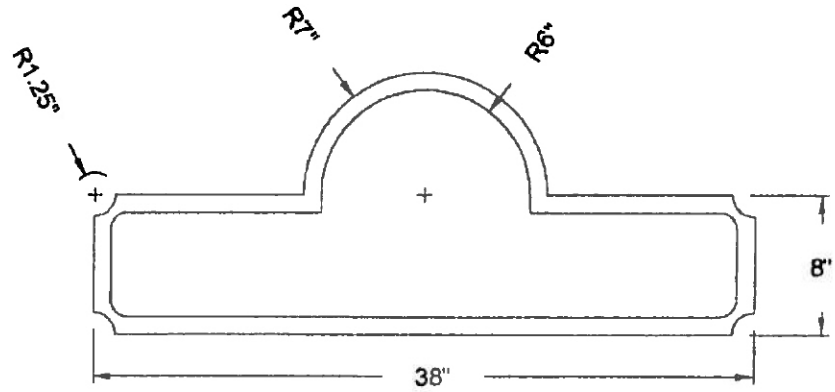
Detail #6: 4" OD Fluted Pole Extruded Aluminum



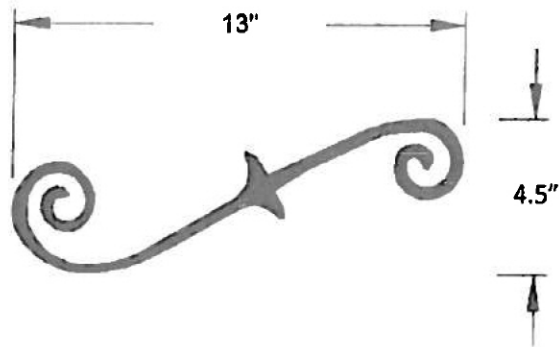
Detail #7: Trim for 30" Stop Sign Cast Aluminum Alloy



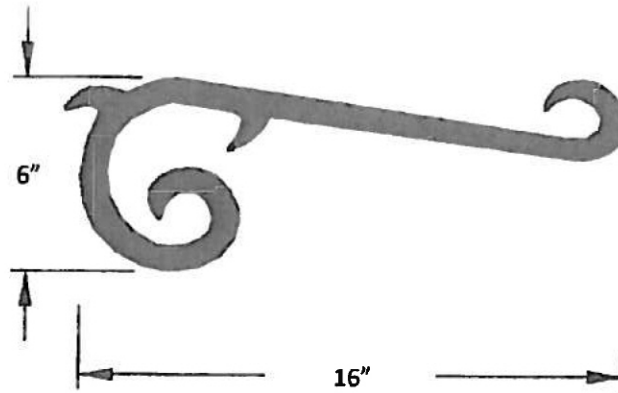
Detail #8: Acorn Finial for 4" OD Pole Cast Aluminum Alloy



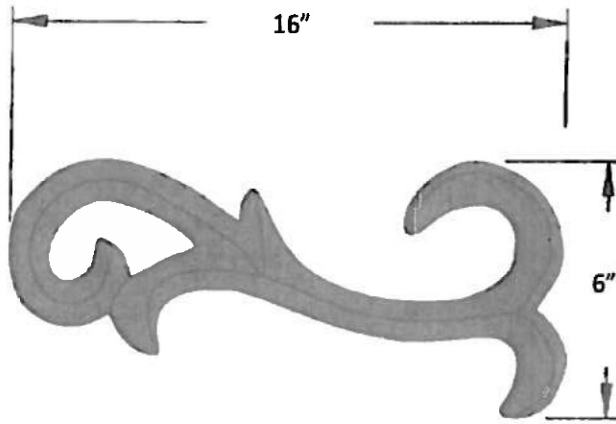
Detail #9: Sign Paddle Dimensions



Detail #10: Standard Decorative Scroll Dimensions



Detail #11: Option #1 Decorative Scroll Dimensions



Detail #12: Option #2 Decorative Scroll Dimensions

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis as indicated in Exhibit B, which is attached and made part of this Agreement.

END OF EXHIBIT B

Price Schedule

THIS SHEET MUST BE COMPLETED AND RETURNED WITH BID

City of Naples - Price Schedule - Decorative Street Signs (Pilot Program)					
Item	Description of Material and/or Service	Unit	Quantity	Unit Price	Total Price
1	Furnish & Install Decorative Stop Sign with Two Street Name Flags See Detail #1	EA	43	937. ⁰⁰	40,291
2	Furnish & Install Decorative Stop Sign with One Street Name Flag See Detail #2	EA	2	745. ⁰⁰	1,490. ⁰⁰
3	Furnish & Install Decorative Stop Sign - No Street Name Flags See Detail #3	EA	14	535. ⁰⁰	7,490. ⁰⁰
4	Furnish Only Decorative Stop Sign with Two Street Name Flags Back up Inventory, no installation needed.	EA	2	823. ⁰⁰	1,646. ⁰⁰
5	Furnish Only Decorative Stop Sign - No Street Name Flags Back up Inventory, no installation needed.	EA	2	421. ⁰⁰	842. ⁰⁰
TOTAL PRICE (Add #1 through #5)					51,719.⁰⁰


Alt#1	Replace green street name signs with white signs/black letters. The City may choose a street name sign with a white reflective background and black lettering rather than a green reflective background and white lettering for a better appearance. This item should reflect any cost increase for the substitution on all stop signs posts with street name mountings.	EA	176	N/C N/C SUBSTITUTION	N/C N/C FOR SUBSTITUTION
Alt#2	Replace black 4" pole base standard with Base Option #1 The City may choose a slightly larger pole base as shown in Detail #5 for a better appearance. This item should reflect any cost increase for the base substitution for each decorative stop sign post.	EA	63	258. ⁰⁰	16,254. ⁰⁰
Alt#3	Replace 4.5" by 13" Standard Scroll with Scroll Option #1 (6" by 16") The City may choose a slightly larger scroll as detailed shown in Detail #11 for a better appearance. This item should reflect any cost increase for the scroll substitution for each street name sign on each decorative stop sign post.	EA	92	20. ⁰⁰	1,840. ⁰⁰
Alt#4	Replace 4.5" by 13" Standard Scroll with Scroll Option #2 (7" by 16") The City may choose a more decorative scroll as shown in Detail #12 for a better appearance. This item should reflect any cost increase for the scroll substitution for each street name sign on each decorative stop sign post.	EA	92	35. ⁰⁰	3,220. ⁰⁰

WARRANTIES	DURATION (Years)
Welds, bolts, rivets, sign adhesive.	1
Color and gloss	1
Materials, foundations and workmanship	1

Company Name CREATIVE SIGN DESIGNS PH 813 818 7100

Name and Title of individual completing this schedule:

JAMIE HARLEN PRESIDENT
(Printed Name) (Title)

 1/24/14
(Signature) (Date)

Section #1. City of Naples - Creative Sign Design As-Bid: Decorative Sign Pilot Program					
Item	Description of Material and/or Service	Unit	Qty	Unit Price	Total Price
1	Furnish & Install Decorative Stop Sign with Two Street Name Flags	EA	43	\$ 937.00	\$ 40,291.00
2	Furnish & Install Decorative Stop Sign with One Street Name Flag	EA	2	\$ 745.00	\$ 1,490.00
3	Furnish & Install Decorative Stop Sign - No Street Name Flags	EA	14	\$ 535.00	\$ 7,490.00
4	Furnish Only Decorative Stop Sign with Two Street Name Flags	EA	2	\$ 823.00	\$ 1,646.00
5	Furnish Only Decorative Stop Sign - No Street Name Flags	EA	2	\$ 421.00	\$ 842.00
Total Base Bid Price					\$ 51,759.00

Alt#1	Replace green street name signs with white signs/black letters.	EA	176	\$ -	\$ -
	The City may choose a street name sign with a white reflective background and black lettering				
Alt#2	Replace black 4" pole base standard with Base Option #1	EA	63	\$ 258.00	\$ 16,254.00
	The City may choose a slightly larger pole base as shown in Detail #5 for a better appearance.				
Alt#3	Replace 4.5" by 13" Standard Scroll with Scroll Option #1 (6" by 16")	EA	92	\$ 20.00	\$ 1,840.00
	The City may choose a slightly larger scroll as detailed shown in Detail #11 for a better				
Alt#4	Replace 4.5" by 13" Standard Scroll with Scroll Option #2 (7" by 16")	EA	92	\$ 35.00	\$ 3,220.00
	The City may choose a more decorative scroll as shown in Detail #12 for a better appearance.				

Section #2. City of Naples - Creative Sign Designs - City Staff Preference ¹ : Decorative Sign Pilot Program					
Item	Description of Material and/or Service	Unit	Qty	Unit Price	Total Price
1	Furnish & Install Decorative Stop Sign with Two Street Name Flags	EA	43	\$ 937.00	\$ 40,291.00
2	Furnish & Install Decorative Stop Sign with One Street Name Flag	EA	2	\$ 745.00	\$ 1,490.00
3	Furnish & Install Decorative Stop Sign - No Street Name Flags	EA	14	\$ 535.00	\$ 7,490.00
4	Furnish Only Decorative Stop Sign with Two Street Name Flags	EA	2	\$ 823.00	\$ 1,646.00
5	Furnish Only Decorative Stop Sign - No Street Name Flags	EA	2	\$ 421.00	\$ 842.00
Total Base Bid Price					\$ 51,759.00
Alternatives					
Alt#1	Replace green street name signs with white signs/black letters.	EA	176	\$ -	\$ -
	The City may choose a street name sign with a white reflective background and black lettering				
² Alt#2	Replace black 4" pole base standard with Base Option #1	EA	63	\$ 242.00	\$ 15,246.00
	The City may choose a slightly larger pole base as shown in Detail #5 for a better appearance.				
Alt#3	Replace 4.5" by 13" Standard Scroll with Scroll Option #1 (6" by 16")	EA	92	\$ 20.00	\$ 1,840.00
	The City may choose a slightly larger scroll as detailed shown in Detail #11 for a better				
Total Cost of Project With Number of Signs Bid					\$ 68,845.00
Additional Signage					
Total Amount Budgeted					\$ 75,000.00
Remaining Funds					\$ 6,155.00
Cost Per Sign					\$ 1,199.00
Number of Additional Signs to Stay Within Budget					5
Cost of Additional Signs					\$ 5,995.00
Total Cost of Project					\$ 74,840.00

1. City staff's preference is to go with alternatives #1, #2 and #3
2. Creative Sign Designs has an additional larger alternative base that was \$16 less per sign that City staff opted to go with and is reflected in the cost of Section 2.

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

The Certificate must state the bid number and title.

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

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

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

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned, is the **President / CEO of the Creative Mailbox Designs, LLC dba Creative Sign Designs** company ("the CONTRACTOR"), and hereby certifies to the following:

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

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

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

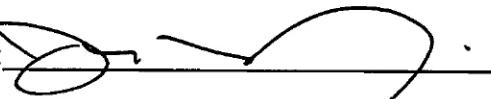
4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in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

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

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

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

Executed this 6th day of March, 2014.

By: 

ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Hillsborough

SWORN TO AND SUBSCRIBED before me this 7^d day of March, 2014.

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

Deborah E. Brunton
Print Name:

Deborah E. Brunton
NOTARY PUBLIC – STATE
OF Florida

Commission Number: _____

My Commission Expires: _____

(Notary Seal)

