

CITY OF NAPLES, FLORIDA
AGREEMENT
(CONSTRUCTION SERVICES)

Bid/Proposal No. 18-029

Clerk Tracking No. 2018-00024

Project Name: Decorative Street Signs

THIS AGREEMENT (the "Agreement") is made and entered into this 7th day of March 2018 by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Lykins Signtek & Development Specialties, Inc.**, a Florida Profit Corporation, located at: **5935 Taylor Road; Naples, Florida 34109** (the "CONTRACTOR").

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 an **(ITB) Invitation to Bid No. 18-029** for provision of those services; and

WHEREAS, the CONTRACTOR represents that it has expertise in the type of 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 the CONTRACTOR are generally described as **Decorative Street Signs** and may be more fully described in the Scope of Services, attached as **EXHIBIT A** and made a part of this Agreement. For purposes of implementation, Phase I shall be defined as the completion of all Bid Items #1 through #15 in the quantities provided. Phase II shall be defined as any purchase of a bid item above the quantities specified in Exhibit B.

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 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, registration, 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. The 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 employee 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 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 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 that regulate or have jurisdiction over the Project or the services to be provided and performed by the 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 the CONTRACTOR hereunder, and the CONTRACTOR shall require all of its employees, agents, sub-consultants and subcontractors to comply with the provisions of this paragraph. However, the CONTRACTOR shall comply with the Florida Public Records laws including those requirements set out in ARTICLE FIVE, below.

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 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 that 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 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 CONSULTANT 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 Projects assigned to this Agreement. Phase-I shall be substantially completed by November 30, 2018 and final completion by December 31, 2018. The remainder of the services, Phase-II shall be performed **through March 31, 2020** with the mutually agreed upon option between the CITY and CONTRACTOR of two (2) one-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.

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.

3.5 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 the current Sec. 8-10.2 (FDOT) Florida Department of Transportation Standard Specifications will be assessed.

3.6 Bond. A Payment & Performance Bond will be issued by a surety insurer authorized to do business in this state as surety. Contractor prior to commencement of work, will record Payment & Performance Bond in the public records of the Clerk of Collier County.

ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONTRACTOR by the CITY for Phase-I Services is not to exceed **\$749,154.00. The quantities indicated are approximate and may be modified by the CITY with Unit Pricing remaining fixed. Phase-II Services is not to exceed a Department's Adopted Budget. Compensation for both Phases** 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.

5.2 119.0701 F.S. CONTACT INFORMATION FOR CITY OF NAPLES' CUSTODIAN OF PUBLIC RECORDS, CITY CLERK'S OFFICE

If the CONTRACTOR has questions regarding the application of



Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this contract, contact the City of Naples' Custodian of Public records, the City Clerk at Telephone: 239-213-1015; Email: PublicRecordsRequests@naplesgov.com; Address: 735 8th Street S., Naples, Florida 34102; Mailing address: same as street address.

5.3 The CONTRACTOR shall:

- (a) Keep and maintain public records required by the CITY to perform the service.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 119.0701 F.S. or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
- (d) Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

**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, all 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. The 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 days 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:

Lykins Signtek & Development Specialties, Inc.
5935 Taylor Road; Naples, Florida 34109
Attention: **Jack DeCloedt**, General Manager
FEI/EIN Number: On File

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 assumes toward the CITY a duty of care commensurate with that which is imposed upon persons or firms in contractor's profession. CONTRACTOR will make reasonable efforts to ensure that its employees and agents maintain a professional demeanor and that the work area is compliant with CITY property maintenance and Project standards.

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**, and with **EXHIBIT E: FEMA Supplemental Conditions and Contract Provisions for non-Federal Entity Contracts Under Federal Award** herein referenced and made a part of this Agreement.

14.8 To the extent that any provision in the Specifications or any other Contract Documents pertaining to this Project conflict with any provision of this Agreement, this Agreement controls.

14.9 Dispute Resolution. Disputes under this Agreement shall be resolved through mutual consultation between the parties within 14 days after notice; and failing resolution through mutual consultation, through mediation within 30 days thereafter; and failing mediation, through Arbitration under the Florida Arbitration Code, by a single arbitrator. If the parties cannot agree on a mediator or arbitrator, within 14 days of failure of the previous method, they shall request the Chief Judge of the 20th Judicial Circuit to appoint a mediator, or an arbitrator, as the case may be. Time periods are waivable by mutual agreement of the parties, but shall not exceed 90 days for completion of the processes described herein, unless by mutual agreement. Costs of the mediator or arbitrator shall be shared equally.

14.10 Attorneys' fees. Except as otherwise provided herein, each party shall be responsible for its own attorneys' fees.

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.

END OF ARTICLE PAGE



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

ATTEST:

By: 
Patricia L. Rambosk, City Clerk

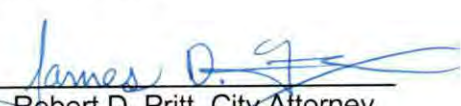


CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By: 
A. William Moss, City Manager

Approved as to form
and legal sufficiency:

By: 
Robert D. Pritt, City Attorney


CONTRACTOR:

LYKINS SIGNTEK & DEVELOPMENT SPECIALTIES, INC.
5935 Taylor Road
Naples, Florida 34109
Attention: **Jack DeCloedt**, General Manager

CONTRACTOR:


Witness

Witness Printed Name

By: 

Printed Name: JACK DECLEOEDT

Title: GENERAL MANAGER

FEI/EIN Number: On File
A Florida Corporation (FL)

(CORPORATE SEAL)



EXHIBIT A

SCOPE OF SERVICES

The Scope of Services to be provided under this Agreement are included in Attachment A-1 which is attached and made a part of this Agreement and those set out in the Bid, any Addendum(s)(one), and Vendor's Submittal of (ITB) Invitation To Bid No.18-029, titled Decorative Street Signs herein referenced and made a part of this Agreement.

END OF EXHIBIT A

A handwritten signature in black ink, consisting of a stylized 'A' followed by a vertical line and a horizontal stroke.

City of Naples FL

Invitation to Bid

18-029 RE-BID Decorative Street Signs

This project has potential for Federal Emergency Management Agency (FEMA) reimbursement and is subject to federal guidelines.

Project Overview

The purpose of this invitation to bid is to identify a potential responsive contractor to supply and install fully assembled decorative street and traffic signs. This project has potential for Federal Emergency Management Agency (FEMA) reimbursement and is subject to federal guidelines (refer to Attachment A).

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) The City wishes to have two different post lengths – 13', 15'. The 13' and 15' posts will be direct bury.
- c) Post length shall allow for 80" (see price schedule for all post lengths) 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 sign frame shall be 1" thick around the entire sign. Therefore, the sign, as mounted, shall have between 83.5" and 84.5" between natural ground surface and the bottom of the sign.
- d) Street posts shall be fluted and made of extruded aluminum.
- e) **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. Alternative design options must be signed and sealed by an engineer to meet 180 MPH wind speeds.**
- f) 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 sign with the City's designated inspector. No sign shall be erected without the prior approval of the City inspector.

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

- a) **Sign Frame & Backing**: The 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. An example of the sign frame backing is shown in Detail #7.
- 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/Bell**: 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.

- 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.
- 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.
- a) With the exception of the 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. **Street name sign flag frames must also be bolted to the pole.**
- b) All welds to use Alcotek Alloy 4043 filling wire (or equivalent), ISO designation: Al5i5 ANSA/AWS A.510 (ER&R) AMS 4190. All welds to be properly filed, grounded, cleaned and prepped.

4) 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.

5) 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 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. This is to verify posts will be direct bury as specified.
- c) "The City shall have the option of directing the contractor of either bolting the 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."
- d) The contractor may be required to remove existing damaged or old signs and relocate them to the city stock yard or as directed by City staff. It may also be a requirement to remove old bases and backfill with suitable soils. Contractor will be responsible for removal and disposal of existing concrete base cores.

6) Acceptance

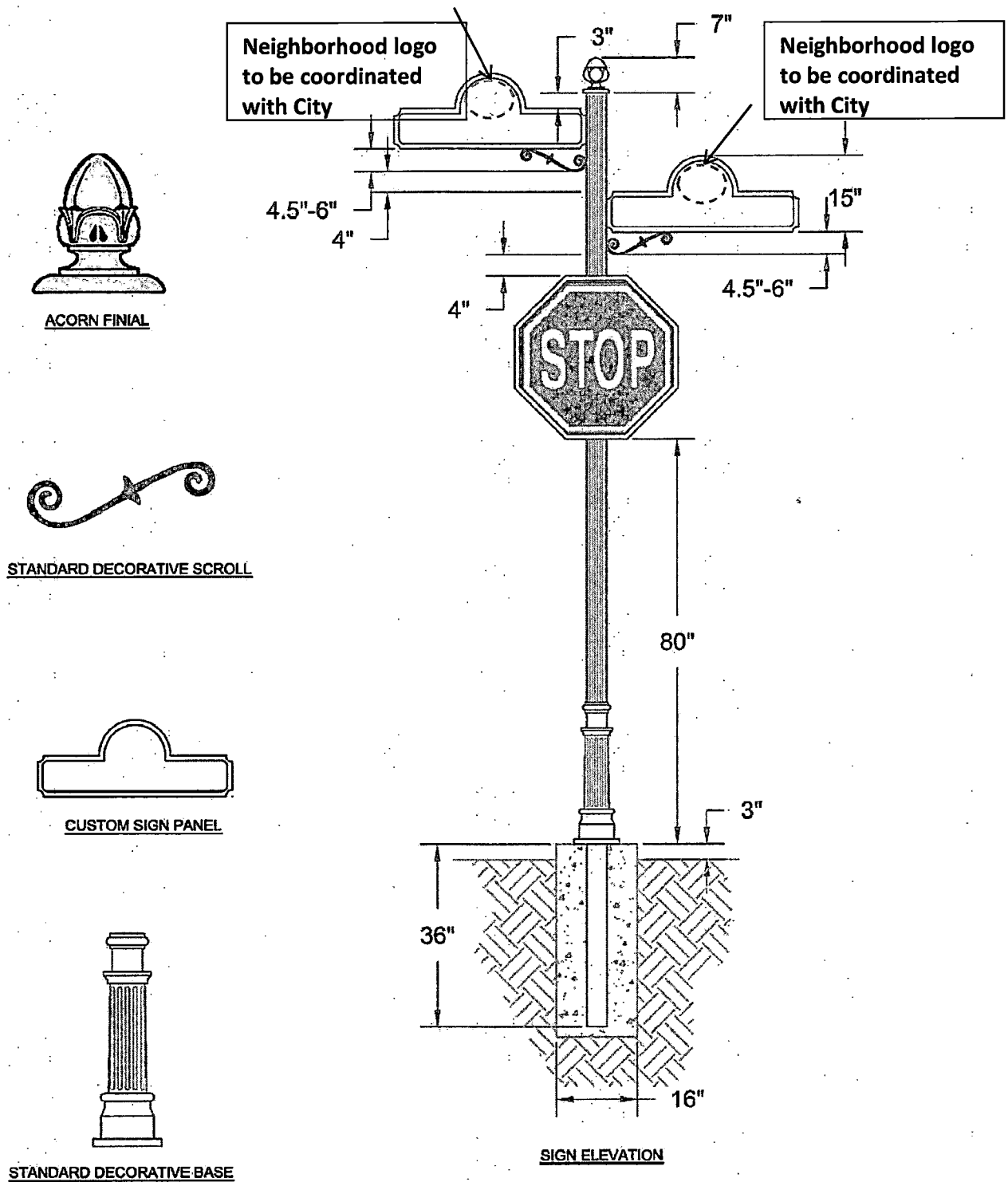
- a) Contractor to provide a single unit for final approval prior to producing the remaining orders.

7) Purchasing Requirements

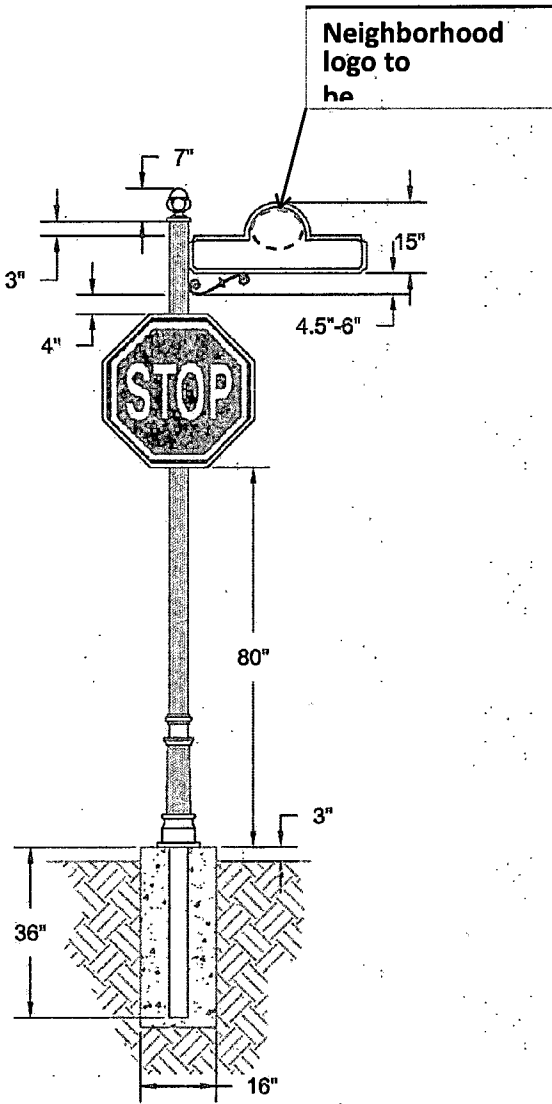
- a) Prices established by this bid shall be honored for a minimum of 24-months from the date the Agreement is executed by the City. The Contractor shall honor any order made by the City for any amount of decorative sign assemblies as allowed for by these specifications and at the rates set forth in the Bid Tabulation for the stated period 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 damaged or old decorative signs within the City limits; however, complete replacement will depend on budget and time. This initial purchase focuses on a specific level of effort within the City for Fiscal Year 2017-18. The agreement will be in effect for two years with up to three additional annual renewals, at prices to be negotiated for subsequent years.

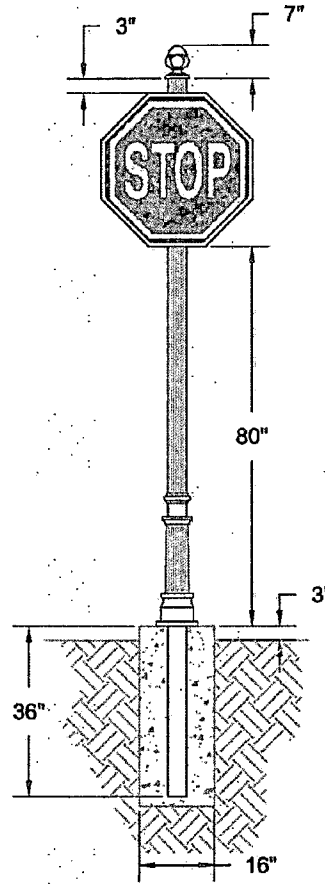
c) The City also desires to have a stock supply on hand to be used as needed for emergency repair/replacement. The exact quantity and sign types shall be determined upon notice to proceed.

Detail #1: Sign Elevation with Decorative Components

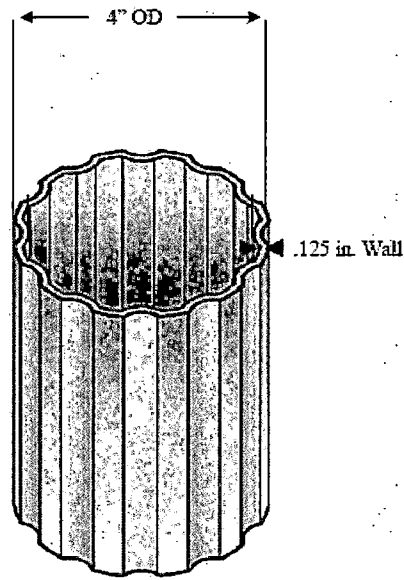
* Street name paddles/flags are shown at 180 degrees to illustrate spacing along pole, actual angle to be 90 degrees.



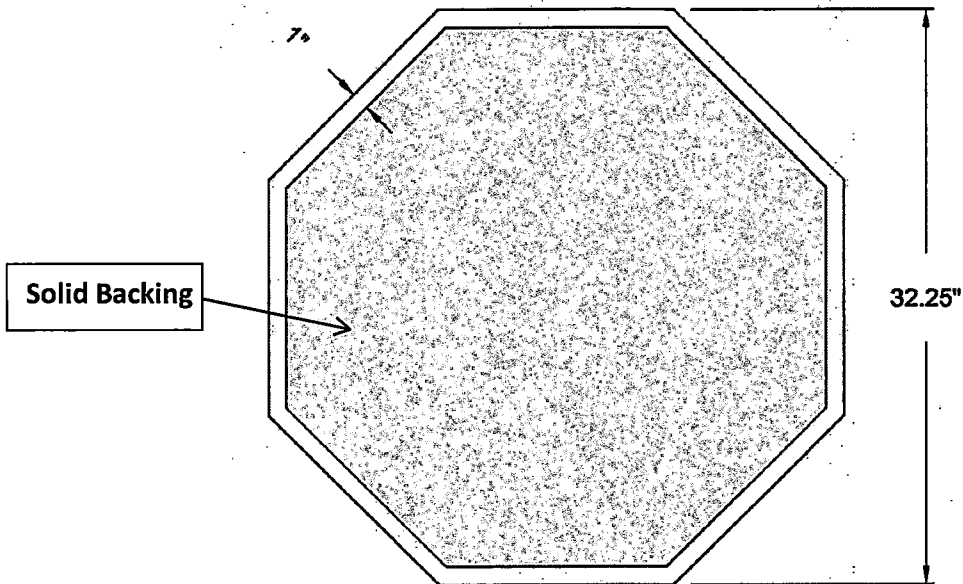
**Detail #2: Sign
Elevation w/**



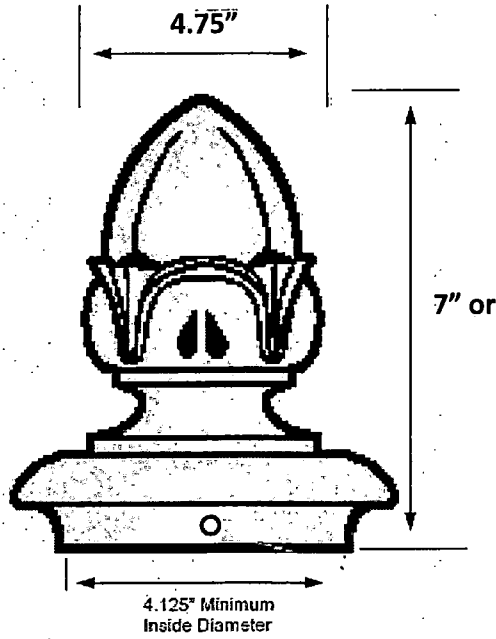
**Detail #3: Sign
Elevation**



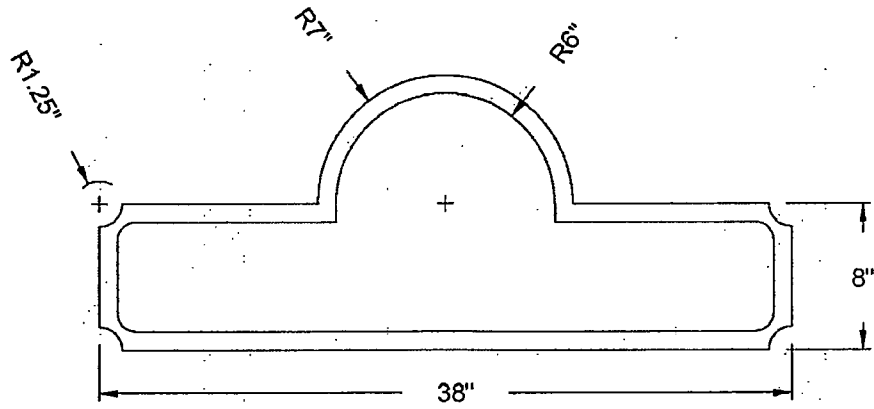
Detail #6: 4" OD Fluted Pole Extruded



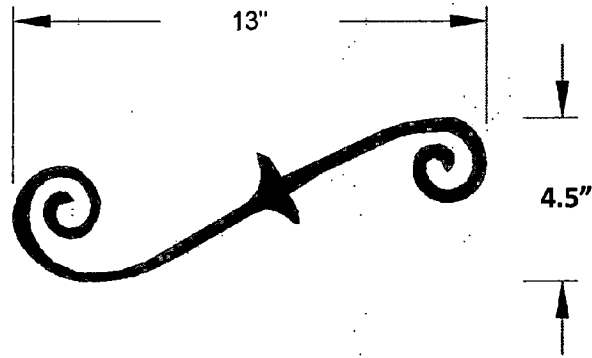
Detail #7: Trim for 30" Stop Sign Cast Aluminum Alloy



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



Detail #9: Sign Paddle
Dimensions



Detail #10: Standard Decorative Scroll Dimensions

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 Attachment B-1 which is attached and made a part of this Agreement. Total compensation to be paid the CONTRACTOR by the CITY for Phase-I Services is not to exceed \$749,154.00. The quantities indicated are approximate and may be modified by the CITY with Unit Pricing remaining fixed.

Retainage of (10%) ten percent will be a part of said agreement and future payments.

END OF EXHIBIT B

A handwritten signature in black ink, consisting of a stylized, cursive letter 'A' with a horizontal line extending to the left.

PRICE SCHEDULE					
This Sheet Must Be Completed and Returned With Bid					
City of Naples - Price Schedule for ITB #18-029 Decorative Street Signs RE-BID					
ITEM	DESCRIPTION OF MATERIALS AND SERVICE	UNITS	QUANTITY	UNIT PRICE	TOTAL
1	Supply & Install Fully Assembled Decorative STOP Sign with Two Street Name Flags (see detail #1)	EA	210	\$ 2,089	\$ 438,656
2	Supply & Install Fully Assembled Decorative STOP Sign with One Street Name Flag (see detail #2)	EA	80	\$ 1,591	\$ 127,308
3	Supply & Install Fully Assembled Decorative STOP Sign - No Street Name Flags (see detail #3)	EA	30	\$ 1,038	\$ 31,147
4	Supply Only Fully Assembled Decorative STOP Sign with Two Street Name Flags	EA	5	\$ 1,816	\$ 9,079
5 Part 1	Supply Only Fully Assembled Decorative STOP Sign with One Street Name Flag	EA	5	\$ 1,318	\$ 6,592
5 Part 2	Supply Only Fully Assembled Decorative STOP Sign - No Street Name Flags	EA	5	\$ 781	\$ 3,904
6	Supply & Install Fully Assembled Decorative Speed Limit Sign	EA	85	\$ 1,140	\$ 96,918
7	Supply Only Fully Assembled Decorative Speed Limit Sign	EA	2	\$ 883	\$ 1,765
8	Supply & Install Fully Assembled YIELD Sign	EA	25	\$ 1,078	\$ 26,960
9	Supply Only Fully Assembled YIELD Sign	EA	2	\$ 821	\$ 1,642
10	Supply Split aluminum base for 4" round pole, size 36.25" Tall x 4" ID, color satin black, hardware included	EA	5	\$ 350	\$ 1,751
11	Supply 1" SQ aluminum tube frame and solid aluminum .080 backer for 30" x 30" stop signs, including 2 welded 4" back clamp	EA	3	\$ 286	\$ 859
12	Supply 1" SQ aluminum tube frame and solid aluminum .080 backer for 30" x 24" speed limit signs, including 2 welded 4" back clamp	EA	3	\$ 273	\$ 819
13	Supply 1" SQ aluminum tube frame and solid aluminum .080 backer for 30" x 30" yield sign, including 2 welded 4" back clamp	EA	3	\$ 273	\$ 819
14	Supply 1" SQ aluminum tube frame and solid aluminum .080 backer for 12" x 18" street sign, including 2 welded 4" back clamp	EA	3	\$ 255	\$ 766
15	Supply 4" round acorn finial, include set screw. Color satin black	EA	5	\$ 40	\$ 201
TOTAL					\$ 749,187

WARRANTIES		DURATION (Years)
1	Welds, bolts, rivets, sign adhesive.	2
2	Color and gloss	2
3	Materials, foundations and workmanship	2

Corrected Total gls \$749,154.00

Company Name: Lykins Signtek & Development Specialties, Inc

EIN: 59-3611417

Email: matt@lykins-signtek.com

Name and Title of individual completing this schedule:

Matthew Sprung Business Development

(Printed Name) (Title)

x [Signature] 4/9/18

(Signature) (Date)

City of Naples									
Opening Date 02/09/18 - FOR INFORMATION PURPOSE ONLY									
Bid Tab 18-029 Decorative Street Sign RE-BID									
CanAm Signs & Imaging						Lykins Signtek & Development Specialties Inc			
ITEM	DESCRIPTION OF MATERIALS AND SERVICE	UNITS	QUANTITY	UNIT PRICE	Corrected TOTAL	Submitted TOTAL	UNIT PRICE	Corrected TOTAL	Submitted TOTAL
1	Supply & Install Fully Assembled Decorative STOP Sign with Two Street Name Flags (see detail #1)	EA	210	\$3,500.00	\$735,000.00	\$735,000.00	\$2,089.00	\$438,690.00	\$438,656.00
2	Supply & Install Fully Assembled Decorative STOP Sign with One Street Name Flag (see detail #2)	EA	80	\$3,375.00	\$270,000.00	\$270,000.00	\$1,591.00	\$127,280.00	\$127,308.00
3	Supply & Install Fully Assembled Decorative STOP Sign - No Street Name Flags (see detail #3)	EA	30	\$3,200.00	\$96,000.00	\$96,000.00	\$1,038.00	\$31,140.00	\$31,147.00
4	Supply Only Fully Assembled Decorative STOP Sign with Two Street Name Flags	EA	5	\$2,300.00	\$11,500.00	\$11,500.00	\$1,816.00	\$9,080.00	\$9,079.00
5 Part 1	Supply Only Fully Assembled Decorative STOP Sign with One Street Name Flag	EA	5	\$1,990.00	\$9,950.00	\$9,950.00	\$1,318.00	\$6,590.00	\$6,592.00
5 Part 2	Supply Only Fully Assembled Decorative STOP Sign - No Street Name Flags	EA	5	\$1,665.00	\$8,325.00	\$8,325.00	\$781.00	\$3,905.00	\$3,904.00
6	Supply & Install Fully Assembled Decorative Speed Limit Sign	EA	85	\$2,552.94	\$216,999.90	\$217,000.00	\$1,140.00	\$96,900.00	\$96,918.00
7	Supply Only Fully Assembled Decorative Speed Limit Sign	EA	2	\$1,825.00	\$3,650.00	\$3,650.00	\$883.00	\$1,766.00	\$1,765.00
8	Supply & Install Fully Assembled YIELD Sign	EA	25	\$2,640.00	\$66,000.00	\$66,000.00	\$1,078.00	\$26,950.00	\$26,960.00
9	Supply Only Fully Assembled YIELD Sign	EA	2	\$1,825.00	\$3,650.00	\$3,650.00	\$821.00	\$1,642.00	\$1,642.00
10	Supply Split aluminum base for 4" round pole, size 36.25" Tall x 4" ID, color satin black, hardware included	EA	5	\$720.00	\$3,600.00	\$3,600.00	\$350.00	\$1,750.00	\$1,751.00
11	Supply 1" SQ aluminum tube frame and solid aluminum .080 backer for 30" x 30" stop signs, including 2 welded 4" back clamp	EA	3	\$634.00	\$1,902.00	\$1,902.00	\$286.00	\$858.00	\$859.00
12	Supply 1" SQ aluminum tube frame and solid aluminum .080 backer for 30" x 24" speed limit signs, including 2 welded 4" back clamp	EA	3	\$634.00	\$1,902.00	\$1,902.00	\$273.00	\$819.00	\$819.00
13	Supply 1" SQ aluminum tube frame and solid aluminum .080 backer for 30" x 30" yield sign, including 2 welded 4" back clamp	EA	3	\$634.00	\$1,902.00	\$1,902.00	\$273.00	\$819.00	\$819.00
14	Supply 1" SQ aluminum tube frame and solid aluminum .080 backer for 12" x 18" street sign, including 2 welded 4" back clamp	EA	3	\$734.00	\$2,202.00	\$2,202.00	\$255.00	\$765.00	\$766.00
15	Supply 4" round acorn finial, include set screw. Color satin black	EA	5	\$99.00	\$495.00		\$40.00	\$200.00	\$201.00
TOTAL P&P/SMPLS/Mobilizations					\$204,844.29	\$204,844.29			
TOTAL					\$1,637,922.19	\$1,637,922.29		\$749,154.00	\$749,187.00
WARRANTIES						DURATION (Years)		DURATION (Years)	
	1	Welds, bolts, rivets, sign adhesive				5		2	
	2	Color and gloss				3		2	
	3	Materials, foundations and workmanship				3		2	
Note 1 - Corrected totals and vendor added a TOTAL P&P/SMPLS/Mobilizations cost to bid schedule									
Note 2 - Corrected totals									

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 authorized 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 **General Manager of the Lykins Signtek & Development Specialties, Inc.**, 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 1 day of MARCH, 2018.


By: 
JACK DECLEODT
GENERAL MANAGER
LYKINS-SIGNTEK, INC.

Exhibit – E: FEMA SUPPLEMENTAL CONDITIONS AND CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

1.0 FEDERAL FUNDING:

When property or services are procured using funds derived from a Federal grant or agreement whether direct to the City of Naples, Florida ("City") or "pass-through" from another entity, the City is required to and will follow the Federal procurement standards in the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", 2 C.F.R. Sections 200.213 and 200.317 through 200.326.

Contract Cost and Price: For every procurement in excess of \$100,000, including contract modifications or change orders greater than \$100,000, the City shall perform a cost or price analysis in connection with every procurement subject to Federal procurement guidelines, which shall include an independent estimate of cost prior to issuing bids or proposals. For proposals where price is not considered in the award, profit shall be negotiated as a separate element of the price. In determining whether profit is fair and reasonable, the City shall consider the complexity of work, the risk to be borne by the contractor, the contractor's investment, the amount of subcontracting necessary, the quality of the contractor's record and past performance, and industry profit rates for the surrounding geographical area. "Cost Plus Percentage" methods for determining profit may not be used.

2.0 EQUAL EMPLOYMENT OPPORTUNITY:

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965,

**Exhibit – E: FEMA SUPPLEMENTAL CONDITIONS AND CONTRACT PROVISIONS FOR
NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The contractor will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3.0 MAINTENANCE OF RECORDS:

- a. The Contractor will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this agreement. Said 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 for such period is required by law.
- b. Contractor shall provide, when requested, access by the City, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- c. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- d. Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
- e. Contractor shall retain all records associated with this solicitation and any agreements that are created in response to the solicitation for a period of no less than five (5) years after final payments and all other pending matters are closed.

**Exhibit – E: FEMA SUPPLEMENTAL CONDITIONS AND CONTRACT PROVISIONS FOR
NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

- f. The City and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the City deems necessary during the period of this agreement, and during the period as set forth in the paragraphs above; provided, however, such activities shall be conducted only during normal business hours of the Contractor and at the expense of the City.

4.0 PURPOSE:

The requirements under this solicitation may be funded in whole or in part with federal funds and as such, is subject to federal requirements including, but no limited to, those set forth in 2 C.F.R. Part 200, Appendix II and as otherwise may be listed below.

5.0 SUBCONTRACTS

The selected firm must require compliance with all federal requirements listed below of all subcontractors performing work the value of which is in excess of \$10,000, by including these federal requirements in all contracts with subcontractors.

6.0 CONFLICT OF INTEREST:

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officers, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

7.0 APPLICABLE FEDERAL REQUIREMENTS – 2 C.F.R Part 200, APPENDIX II:

Remedies. Unless otherwise provided by the Contract, all claims, counter-claims, disputes and other matters in question between the City and the Contractor arising out of or relating to the Service Provider Agreement between the parties, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Florida law. If such dispute is in state court, venue shall be in the Circuit Court of the Twentieth Judicial Circuit Court of Florida in and for Collier County, Florida. If in federal court, venue shall be in the U.S. District Court for the Middle District of Florida, Ft. Myers Division.

8.0 CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT

The successful firm awarded a contract in excess of \$100,000 agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended. Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

9.0 CONTRACT WORK HOURS & SAFETY STANDARDS (40 U.S.C. 3701-3708):

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

Exhibit – E: FEMA SUPPLEMENTAL CONDITIONS AND CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

10.0 SUSPENSION AND DEBARMENT

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the awarded contractor. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Lee City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

11.0 BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

12.0 RECOVERED MATERIALS

Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

**Exhibit – E: FEMA SUPPLEMENTAL CONDITIONS AND CONTRACT PROVISIONS FOR
NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

13.0 DHS SEAL, LOGO, AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

14.0 COMPLIANCE WITH FEDERAL LAW, REGULATIONS, and EXECUTIVE ORDERS

This is an acknowledgment that FEMA financial assistance will be used only to fund the services provided under this solicitation. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

15.0 NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this solicitation and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Solicitation.

16.0 FRAUD and FALSE OR FRAUDULENT OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors actions pertaining to this solicitation.

17.0 OTHER REMEDIES AND RIGHTS:

Pursuing any of the above remedies will not keep the City from pursuing any other rights or remedies, which may be otherwise available under law or in equity. If the City waives any right or remedy in this Agreement or fails to insist on strict performance by the Contractor, it will not affect, extend or waive any other right or remedy of the City, or affect the later exercise of the same right or remedy by the City for any other default by the Contractor.

18.0 EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY):

Statutes and Executive Orders require employers to abide by the Immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) to provides an internet-based means of verifying employment eligibility of workers in the united States; it is not a substitute for any other employment eligibility verification requirements.

Vendors/bidders are required to enroll in the E-Verify program and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal.

Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. **Vendors are also required to provide the City of Naples Purchasing Department an executed affidavit certifying they shall comply with the E-Verify Program. The affidavit is attached to the solicitation documents.**

If the Bidder/Vendor does not comply with providing both the acceptable E-Verify evidence and the executed affidavit the bidder's / vendor's proposal may be deemed non-responsive.

Subcontractor requirement: Vendors shall require all subcontracted vendors to flow down the requirement to use E-Verify to subcontractors.

Exhibit – E: FEMA SUPPLEMENTAL CONDITIONS AND CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.

For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>.

19.0 TERMINATION FOR CAUSE AND/OR CONVENIENCE:

The City, by written notice to the Contractor, may terminate this Agreement with or without cause, in whole or in part, when the City determines in its sole discretion that it is in the City's best interest to do so. In the event of termination the Contractor will not incur any new obligations for the terminated portion of the Agreement after the Contractor has received notification of termination.

If the Agreement is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the City and shall be turned over promptly by the Contractor.

20.0 ENERGY POLICY AND CONSERVATION ACT

Contractor must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

21.0 REMEDIES

In the event the Contractor fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, the City may, upon fifteen (15) calendar days written notice to the Contractor and upon the Contractor's failure to cure within those fifteen (15) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

- Withhold or suspend payment of all or any part of a request for payment.
- Require that the Contractor refund to the City any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

Exercise any corrective or remedial actions, to include but not be limited to:

- Requesting additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance;
- Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
- Advising the Contractor to suspend, discontinue or refrain from incurring costs for any activities in question; or
- Requiring the Contractor to reimburse the City for the amount of costs incurred for any items determined to be ineligible.

22.0 SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

- (1) Place qualified small and minority businesses and women's business enterprises on solicitation lists.

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- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- (3) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- (4) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- (5) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the five previous affirmative steps.

23.0 COPELAND "ANTI-KICKBACK" ACT:

22.403–2 Copeland Act - The Copeland (Anti-Kickback) Act (18 U.S.C. 874 and 40 U.S.C. 3145) makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

The Contractor shall comply with the requirements of: 29 CFR Part 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES.

24.0 REGULATIONS GOVERNING CONTRACTORS AND SUBCONTRACTORS

In general, the Secretary of Labor shall prescribe reasonable regulations for contractors and subcontractors engaged in constructing, carrying out, completing, or repairing public buildings, public works, or buildings or works that at least partly are financed by a loan or grant from the Federal Government. The regulations shall include a provision that each contractor and subcontractor each week must furnish a statement on the wages paid each employee during the prior week.

25.0 DAVIS-BACON ACT: (N/A – Not Applicable)

The Davis-Bacon Act (40 U.S.C. 3141et seq.) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works within the United States.



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No laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. (Ref. 48CFR Ch. 1 (10-1-16 Edition, Section 52.222-6 Construction Wage Rate Requirements.

Prevailing wage rates shall be pursuant with the United States Department of Labor Wage and Hour Division and in accordance with the year the services are provided.

26.0 All contracts awarded by a recipient shall contain the following provisions as applicable.

Notice: Awarded Bidder(s)/Vendor(s) and all associated contractor(s) are also considered recipients and therefore, the following provisions must be included in all contract provisions; inclusive those of the subcontractor(s) when and where applicable.

End of Supplemental Conditions