

**CITY OF NAPLES, FLORIDA**  
**AGREEMENT**  
**(SERVICES)**

**Bid/Proposal No.**                    RFP 18-050

**Clerk Tracking No.**                2018-00138

**Project Name:**                    **Traffic Signal, Video & Communication, and Street Lighting**

THIS AGREEMENT (the "Agreement") is made and entered into this 17<sup>th</sup> day of September 2018 by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Simmonds Electrical of Naples, Inc.**, a Florida Corporation that is located at: **8981 Quality Road; Bonita Springs, Florida 34135** (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 a **Request-For-Proposal (RFP) No. 18-050** 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 **Traffic Signal, Video & Communication, and Street Lighting** and may be more fully described in the Scope of Services, attached as **EXHIBIT A** and made a part of this Agreement.

1.2. The CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the 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 which 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 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 Projects assigned to this Agreement and shall be performed **through September 30, 2021** 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. CONTRACTOR will secure a Payment & Performance Bond with a surety insurer authorized to do business in this state as surety prior to the commencement of any project that is in excess of \$100,000.00 dollars at an amount of 100% of the project's value. Bond will be recorded in the public records of the County by the CONTRACTOR with an original scanned copy being given to the CITY.

#### **ARTICLE FOUR COMPENSATION**

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services is not to exceed **\$150,000.00 per project** 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.

#### **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 8<sup>th</sup> 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:

Simmonds Electrical of Naples, Inc.  
8981 Quality Road  
Bonita Springs, Florida 34135  
Attention: **E. B. Simmonds**, President  
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**.

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 20<sup>th</sup> 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  
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:**

SIMMONDS ELECTRICAL OF NAPLES, INC.  
8981 Quality Road  
Bonita Springs, Florida 34135  
Attention: **E. B. Simmonds**, President

**CONTRACTOR:**

Barbara Robinson  
Witness

Barbara Robinson  
Witness Printed Name

By: E.B. Simmonds

Printed Name: E.B. Simmonds

Title: President

FEI/EIN Number: On File  
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 Proposal, any Issued Addendum(s) and Vendor's Submittal of (RFP) Request-For-Proposal No.18-050, titled Traffic Signal, Video & Communication, and Street Lightning herein referenced and made a part of this Agreement.**

**END OF EXHIBIT A**

**City of Naples FL**  
**REQUEST FOR PROPOSAL**  
**Traffic Signal, Video and Communication, and Street Lighting**  
**RFP No. 18-050**

**PURPOSE**

The purpose of this Request for Proposals is to create a library of high quality pre-qualified vendors for projects related to the scope of work below.

**SPECIFICATIONS**

These specifications are intended to provide the information by which prospective proposers may understand the requirements of the City of Naples, relative to furnishing and delivering contractual services and/or materials for operation, repair and/or improvements to traffic signals, streetlights, highway lighting, traffic control center, video camera systems and associated communications and electrical systems.

**1. SCOPE OF WORK:**

Work consists of assisting the Streets and Stormwater Department and other departments on an as-needed basis for furnishing, installing, upgrading, emergency repair, routine maintenance, and/or routine operations of traffic signals, street/highway lighting systems, traffic control center, video camera systems and associated communications systems throughout the City of Naples. This Request for Proposal (RFP) consists of four (2) types of contract service:

**A. CONTRACT SERVICE TYPE 1 (CIP):**

Work to consist of upgrading/improving current traffic signals, street/highway lighting systems, traffic control center, video camera systems and associated communications systems.

**B. CONTRACT SERVICE TYPE 2 (O & M):**

Work to consist of routine maintenance, minor repairs, and emergency repairing of traffic signals, street/highway lighting systems, traffic control center, video camera systems and associated communications systems. In the event of an emergency where a potential safety hazard may exist or where traffic is delayed or impeded, the contractor shall have equipment and labor available to respond within a period not-to-exceed two hours from notification by the City on a 24/7 basis, including holidays.

The City reserves the right to furnish any of the proposed materials and/or services should such action be in the City's best interest.

**2. CONTRACTORS RESPONSIBILITIES:**

- A. The Contractor shall be capable of providing technical assistance as may be needed within the contract period.
- B. All work performed by the contractor shall be in accordance with the current Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Manual on Traffic Control and Safe Practices, and the Manual on Uniform Traffic Control Devices.
- C. The Contractor shall provide the City of Naples, Florida with copies of insurance to be in effect during the Contract period as outlined in the Insurance Requirements.
- D. As a matter of public safety and liability, emergency service response time shall be adhered to strictly to maintain a minimal level of City liability. Failure by the Contractor to provide expedient response as outlined in scope of work may, at the determination of the City, constitute contractual default.
- E. The City reserves the right to undertake any work outlined in these specifications by City Forces or by other contracts if such action is in the best interest of the City.
- F. Contractor may be required to perform work at night and/or weekends due to lane closure prohibitions during the hours 6:00 a.m. to 6:00 p.m. Weekdays on major collectors or arterials.
- G. All new traffic signal installations shall have record drawings (As-Built) supplied by the Contractor to the City.

**3. CONTRACT PERIOD:**

This contract shall be in effect for approximately a 36-month period with two additional one-year renewal periods. The initial contract will commence on or about October 1, 2018, and end September 30, 2021.

**4. PRICING:**

Pricing shall remain firm for the first 12 months of the contract. At the end of the first 12 months contractors may request an increase based on the CPI-U,

as issued by the United States Department of Labor, for the previous 12 months. The request shall be made to the Purchasing Manager. The city will evaluate the request to determine if an increase is warranted.

**5. CONTRACT RENEWAL:**

The City, at its discretion, and with the consent of the Contractor, shall have the option to renew this Agreement under the same terms and conditions subject to price adjustments as may be approved by the Purchasing Manager for two additional one-year periods.

**6. CONTRACT TERMINATION:**

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City as per Specifications, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a seven (7) day written notice. The City shall be sole judge of non-performance.

**7. ESTIMATED AMOUNTS:**

The estimated amount of contract work, both capital and operation/maintenance for the fiscal period through September 30, 2021 is estimated at \$200,000. The contract amounts for subsequent annual contract periods are estimated at \$40,000 annually.

**8. SELECTION PROCESS:**

Solicitation Schedule: Listed below are the important dates and times related to this solicitation. The Purchasing Division may find it necessary to change any of these dates or times. All dates are subject to change.

<b>Action</b>	<b>Estimated Completion Date</b>
RFP Issued	Week of July 23, 2018
Non-mandatory Preproposal Conference	Week of August 6, 2018
Proposals Opening	Week of August 20, 2018
Evaluation Committee Meeting	Week of August 27, 2018

**9. PROPOSAL OPENING**

The bid opening is public on the date and at the time specified on the proposal form. It is the proposer's responsibility to assure their proposal is delivered at the proper time and place of the proposal opening. Proposals which for any

**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.**

**Retainage of (10%) ten percent may be a part of said agreement and future payments on any project in excess of \$100,000.00.**

**END OF EXHIBIT B**

## COMPENSATION SCHEDULE

All work shall be completed in accordance with the latest edition of the FDOT Standard Specifications for Road and Bridge Construction and the latest edition of the FDOT Manual of Uniform Standards for Design, Construction and Maintenance for Streets and Highways.

Note: The subtotals for each part and the grand total at the end of the table are strictly for the purpose of comparing prices between vendors.

### SECTION 1

Furnishing and installing concrete strain poles, mast arms, inductive-loops, and span wire systems. The unit price for the items in this section shall include all associated expenses (mobilization, labor, equipment, materials, maintenance of traffic, etc.)

#### PART 1A

FURNISH & INSTALL CONCRETE STRAIN POLES, PER FDOT BASIS OF ESTIMATES ITEM NUMBER

ITEM	DESCRIPTION	UNIT	UNIT PRICE
641-2-17 (38)	38 Foot Concrete Strain Pole	EA	\$ 7,050.00
641-2-17 (40)	40 Foot Concrete Strain Pole	EA	\$ 7,050.00
641-2-17 (42)	42 Foot Concrete Strain Pole	EA	\$ 7,050.00
641-2-17 (44)	44 Foot Concrete Strain Pole	EA	\$ 7,050.00
641-2-17 (46)	46 Foot Concrete Strain Pole	EA	\$ 8,275.00
641-2-17 (48)	48 Foot Concrete Strain Pole	EA	\$ 8,275.00
641-2-17 (50)	50 Foot Concrete Strain Pole	EA	\$ 8,850.00
<b>SUBTOTAL</b>			<b>\$ 53,600.00</b>

DELIVERY AND OFF-LOADING OF POLES SHALL BE MADE IN 120 CALENDAR DAYS.

#### PART 1B

FURNISH & INSTALL MAST-ARM POLES, PER FDOT BASIS OF ESTIMATES ITEM NUMBERS

ITEM	DESCRIPTION	UNIT	UNIT PRICE
649-22-01	Steel Mast Arm Assembly, 30' Single	EA	\$ 37,600.00
649-22-02	Steel Mast Arm Assembly, 30' - 30' Double	EA	\$ 47,752.00
649-22-03	Steel Mast Arm Assembly, 40' Single	EA	\$ 41,300.00
649-22-04	Steel Mast Arm Assembly, 40' - 30' Double	EA	\$ 52,400.00
649-22-05	Steel Mast Arm Assembly, 40' - 40' Double	EA	\$ 53,277.00
649-22-06	Steel Mast Arm Assembly, 50' Single	EA	\$ 47,700.00
649-22-07	Steel Mast Arm Assembly, 50' - 30' Double	EA	\$ 60,579.00
649-22-08	Steel Mast Arm Assembly, 50' - 40' Double	EA	\$ 61,533.00
649-22-09	Steel Mast Arm Assembly, 50' - 50' Double	EA	\$ 62,487.00
649-22-10	Steel Mast Arm Assembly, 60' Single	EA	\$ 47,700.00
649-22-11	Steel Mast Arm Assembly, 60' - 30' Double	EA	\$ 60,579.00
649-22-12	Steel Mast Arm Assembly, 60' - 40' Double	EA	\$ 61,533.00
649-22-13	Steel Mast Arm Assembly, 60' - 50' Double	EA	\$ 62,487.00
649-22-14	Steel Mast Arm Assembly, 60' - 60' Double	EA	\$ 63,441.00
649-22-15	Steel Mast Arm Assembly, 70' Single	EA	\$ 53,700.00
649-22-16	Steel Mast Arm Assembly, 70' - 30' Double	EA	\$ 67,200.00
649-22-17	Steel Mast Arm Assembly, 70' - 40' Double	EA	\$ 69,273.00
649-22-18	Steel Mast Arm Assembly, 70' - 50' Double	EA	\$ 70,347.00
649-22-19	Steel Mast Arm Assembly, 70' - 60' Double	EA	\$ 71,421.00

649-22-20	Steel Mast Arm Assembly, 70' - 70' Double	EA	\$ 72,500.00
649-22-21	Steel Mast Arm Assembly, 78' Single	EA	\$ 57,700.00
649-22-22	Steel Mast Arm Assembly, 78' - 30' Double	EA	\$ 73,279.00
649-22-23	Steel Mast Arm Assembly, 78' - 40' Double	EA	\$ 74,433.00
649-22-24	Steel Mast Arm Assembly, 78' - 50' Double	EA	\$ 75,587.00
649-22-25	Steel Mast Arm Assembly, 78' - 60' Double	EA	\$ 76,741.00
649-22-26	Steel Mast Arm Assembly, 78' - 70' Double	EA	\$ 77,895.00
649-22-27	Steel Mast Arm Assembly, 78' - 78' Double	EA	\$ 79,049.00
<b>SUBTOTAL</b>			<b>\$ 1,679,493.00</b>

DELIVERY AND OFF-LOADING OF MAST ARMS SHALL BE MADE IN 120 CALENDAR DAYS.

**PART 1C**

LOOP INSTALLATION PER FDOT SPECIFICATIONS TO INCLUDE CONNECTION(S) FROM LOOP TO CABINET, WITH LEAD-IN, UP TO 150 FEET. LISTED BELOW BY FDOT BASIS OF ESTIMATES ITEM NUMBER.

ITEM	LOOP TYPE	UNIT PRICE (PER LOOP ASSEMBLY)		
		1 to 5 Loops	6 to 10 Loops	11+ Loops
660-2-106	6' x 40" TYPE F QUADRAPOLE	\$ 1,990.00	\$ 1,990.00	\$ 1,990.00
660-2-102	6' x 6" TYPE B ADVANCE	\$ 1,890.00	\$ 1,890.00	\$ 1,890.00
<b>SUBTOTAL (FOR ALL 6 PRICES)</b>				<b>\$ 11,640.00</b>

DELIVERY AND OFF-LOADING OF LOOPS SHALL BE MADE IN 30 CALENDAR DAYS. □

**PART 1D**

FURNISH AND INSTALL SPAN WIRE SYSTEMS TO INCLUDE UPPER AND LOWER WIRE, PER FDOT BASIS OF ESTIMATES ITEM NUMBER LISTED. UNIT IS PER INTERSECTION.

ITEM	DESCRIPTION	UNIT	UNIT PRICE
634-4-152	SPAN WIRE ASSEMBLY, DIAGONAL TYPE SPAN, 2-POINT ATTACHMENT TYPE	PI	\$ 12,000.00
<b>SUBTOTAL</b>			<b>\$ 12,000.00</b>

DELIVERY AND OFF-LOADING OF SPAN WIRE ASSY SHALL BE MADE IN 45 CALENDAR DAYS. □

**SECTION 2**

These are unit prices for labor (hourly), equipment, and miscellaneous materials for project items that are not covered in section 1. The prices shall include the cost of mobilization and maintenance of traffic.

**PART 2A**

MATERIALS TO BE FURNISHED AND INSTALLED BY THE CONTRACTOR PER FDOT BASIS OF ESTIMATES ITEM NUMBERS

ITEM	DESCRIPTION	UNIT	UNIT PRICE
339-1	Misc. Asphalt (As Required by Job)	TN	\$ 112.50
400-1-25	Misc. Class I Concrete (As Required by Job)	CY	\$ 187.50
575-1	Sod, Bahia	SY	\$ 10.00
575-1-4	Sod, St. Augustine	SY	\$ 15.00
630-2-11	2" PVC Conduit, Open Trench (Sch. 40)	LF	\$ 37.50
630-2-12	2" PVC Conduit, Directional Bore (Sch. 80)	LF	\$ 62.50
633-1-111	Overhead Fiber Optic Cable, 12 Fibers, Single Mode	LF	\$ 5.63
633-1-112 (24)	Overhead Fiber Optic Cable, 24 Fibers, Single Mode	LF	\$ 5.63
633-1-112 (36)	Overhead Fiber Optic Cable, 36 Fibers, Single Mode	LF	\$ 5.93



633-1-112 (48)	Overhead Fiber Optic Cable, 48 Fibers, Single Mode	LF	\$ 5.93
633-1-121	Underground Fiber Optic Cable, 12 Fibers, Single Mode	LF	\$ 5.63
633-1-122 (24)	Underground Fiber Optic Cable, 24 Fibers, Single Mode	LF	\$ 5.63
633-1-122 (36)	Underground Fiber Optic Cable, 36 Fibers, Single Mode	LF	\$ 5.93
633-1-122 (48)	Underground Fiber Optic Cable, 48 Fibers, Single Mode	LF	\$ 5.93
633-2-31	Fiber Optic Connection, Install Splice	EA	\$ 75.00
633-2-32	Fiber Optic Connection, Install Termination	EA	\$ 75.00
632-7-2	Signal Cable	LF	\$ 9.00
635-2-11	Pull and Splice Box, 13" X 24" Cover Size	EA	\$ 690.00
635-2-12	Pull and Splice Box, 24" X 36" Cover Size	EA	\$ 855.00
635-2-13	Pull and Splice Box, 30" X 60" Cover Size	EA	\$ 1,410.00
639-1-112	Overhead Electrical Service	AS	\$ 550.00
639-1-122	Underground Electrical Service	AS	\$ 950.00
639-2-1	Electrical Service Wire	LF	\$ 4.00
646-1-12	Aluminum Signals Pole (Pedestrian Detector Post)	EA	\$ 1,125.00
715-1-11	Conductors (wiring) #10	LF	\$ 1.78
715-1-12 (8)	Conductors (wiring) #8	LF	\$ 1.84
715-1-12 (6)	Conductors (wiring) #6	LF	\$ 1.98
715-1-13 (4)	Conductors (wiring) #4	LF	\$ 2.38
715-1-13 (2)	Conductors (wiring) #2	LF	\$ 2.94
715-4-14	Aluminum Light Pole (45')	EA	\$ 4,800.00
715-4-15	Aluminum Light Pole (50')	EA	\$ 5,500.00
715-11	Luminaire (Roadway Cobrahead-150/250/400 HPS)	EA	\$ 450.00
E715-18-101	Load Center Single Pole Breaker	EA	\$ 100.00
E715-18-102	Load Center Double Pole Breaker	EA	\$ 488.00
E715-18-104	Load Center Breaker Panel & Enclosure	EA	\$ 3,125.00
E715-18-105	Load Center Contactor	EA	\$ 375.00
E715-18-106	Load Center Photocell Control Transformer	EA	\$ 205.00
E715-18-107	Load Center Photocell	EA	\$ 94.00
E715-18-111	Load Center Lightning Arrestor	EA	\$ 125.00
E715-18-112	Load Center Circuit Fuse	EA	\$ 76.00
E715-18-113	Load Center Main Fuse	EA	\$ 92.00
E715-18-114	Load Center Dummy Plug	EA	\$ 76.00
E715-18-115	Load Center Disconnect	EA	\$ 288.00
E715-18-116	Load Center Photocell Control Transformer	EA	\$ 205.00
715-19-3	Lighting Surge Protector	EA	\$ 82.00
E715-24-1	Fuse (Pole Base)	EA	\$ 76.00
E715-25-1	Fuse Holder (Pole Base)	EA	\$ 100.00
<b>SUBTOTAL</b>			<b>\$22,482.16</b>

### PART 2B

#### LABOR AND EQUIPMENT TO BE PROVIDED BY THE CONTRACTOR

Note: Bidders are encouraged to submit additional employee rates and equipment rates as may be applicable to their respective specialty services. These additional rates shall not be considered for selection of the lowest or most responsive bidder.

ITEM	EMPLOYEE/EQUIPMENT	PRICE PER HOUR
2B.1	Engineering Support Service (Normal Working Hours)	\$ No Bid
2B.2	Engineering Support Service (Overtime Hours)	\$ No Bid

2B.3	Superintendent (Normal Working Hours)	\$	75.00
2B.4	Superintendent (Overtime Hours)	\$	112.50
2B.5	Electrician (Normal Working Hours)	\$	75.00
2B.6	Electrician (Overtime Hours)	\$	112.50
2B.7	Signal Technician (Normal Working Hours)	\$	75.00
2B.8	Signal Technician (Overtime Hours)	\$	112.50
2B.9	Network Engineer	\$	No Bid
2B.11	Communication Designer	\$	No Bid
2B.12	Labor (Normal Working Hours)	\$	75.00
2B.13	Labor (Overtime Hours)	\$	112.50
2B.14	Heavy Equipment (Bucket Truck, Line Truck Auger)	\$	195.00
2B.15	Cranes: 35 Ton	\$	600.00
2B.16	Cranes: 12-1/2 Ton	\$	250.00
2B.17	Rock Auger	\$	1,500.00
2B.18	Minor Equipment (Loop Saw, Melting Knife, Air Compressor)	\$	20.00
2B.19	Passenger Vehicle (Van or Pickup Truck)	\$	15.00
<b>SUBTOTAL</b>		<b>\$</b>	<b>3,330.00</b>

**PART 2C**

FOR ANY AND ALL MATERIALS AND/OR EQUIPMENT REQUIRED BY THE CITY AND NOT LISTED HEREIN, THE CONTRACTOR SHALL PROVIDE SUCH MATERIALS AND/OR EQUIPMENT BASED ON A MANUFACTURER'S INVOICE COST OR VENDOR INVOICE COST PLUS MATERIAL MARKUP. MATERIAL MARK-UP (SET BY THE CITY): 15%

<b>GRAND TOTAL (SUM OF ALL SUBTOTALS):</b>	<b>\$ 1,782,545.16</b>
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**This solicitation has potential for P-Card Payment. Does your company accept credit card payment? YES \_\_\_ NO X**

If "yes," please indicate payment options on the below chart.

Payment Options	YES	NO	PERCENTAGE AND/OR TERMS FOR EARLY PAYMENT
Is there a discount for a credit card payment?			
Is there an additional charge for credit card payment?			
Discount for early payment?			
Prompt payment terms: ___% ___ Days; Net 30 Days			

Company Name: Simmonds Electrical of Naples, Inc.

EIN: 37-1654907

Email: kim@simmondselectricalofnaples.com

Name and Title of individual completing this schedule:

E.B. Simmonds

(Printed Name)

X

(Signature)

## 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-1through C-\_\_ ]*

**EXHIBIT D**

**CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS**

The undersigned is the **President of Simmonds Electrical of Naples, 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 11<sup>th</sup> day of September, 2018.

By: 