

# CITY OF NAPLES, FLORIDA

## AGREEMENT (PROFESSIONAL SERVICES)

Bid/Proposal No. 045-12

Contract No. 12-00041

Project Name **WWTP Motor and Pump Replacement**

THIS AGREEMENT (the "Agreement") is made and entered into this **August 22, 2012**, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **A.C. Schultes of Florida, Inc**, a located, **11865 US Hwy 41, Gibsonton, FL 33534**, (the "CONTRACTOR").

### WITNESSETH:

WHEREAS, the CITY desires to obtain the services of the CONTRACTOR concerning certain services specified in this Agreement (referred to as the "Project"); and

WHEREAS, the CONTRACTOR has submitted a proposal for provision of those services; and

WHEREAS, the CONTRACTOR represents that it has expertise in the type of professional services that will be required for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

### ARTICLE ONE CONTRACTOR'S RESPONSIBILITY

1.1. The Services to be performed by CONTRACTOR are generally described as **to provide and install one motor and pump**, and may be more fully described in the Scope of Services, attached as **EXHIBIT A** and made a part of this Agreement.

1.2. The CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONTRACTOR pursuant to this Agreement.

1.3. The CONTRACTOR agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ or retain only qualified personnel to provide such services.

1.4. CONTRACTOR agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified licensed professional to serve as the CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

1.5. The CONTRACTOR has represented to the CITY that it has expertise in the type of professional services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as may be applied to the type of services to be rendered, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by CONTRACTOR. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.6. The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONTRACTOR hereunder, and CONTRACTOR shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph. However, the CONTRACTOR shall comply with the Florida Public Records laws.

1.7. The CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the professional services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONTRACTOR violates the provisions of this paragraph, the CONTRACTOR shall be required to pay damages to the CITY in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

1.8. The CONTRACTOR agrees not to provide services for compensation to any other party other than the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of the CITY.

1.9. Except as otherwise provided in this Agreement, the CONTRACTOR agrees not to disclose or use any information not available to members of the general public and gained by reason of the CONTRACTOR's contractual relationship with the CITY for the special gain or benefit of the CONTRACTOR or for the special gain or benefit of any other person or entity.

**ARTICLE TWO  
CITY'S RESPONSIBILITIES**

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONTRACTOR's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- (a) The scope of services to be provided and performed by the CONTRACTOR;
- (b) The time the CONTRACTOR is obligated to commence and complete all such services; or
- (c) The amount of compensation the CITY is obligated or committed to pay the CONTRACTOR.

Any such modifications or changes ((a) (b) or (c)) shall only be made by or upon the authorization of the CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurement policies.

2.2. The Project Coordinator shall:

- (a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for services and work provided and performed in accordance with this Agreement;
- (b) Arrange for access to and make all provisions for the CONTRACTOR to enter the Project site to perform the services to be provided by the CONTRACTOR under this Agreement; and
- (c) Provide notice to the CONTRACTOR of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONTRACTOR hereunder.

2.3. The CONTRACTOR acknowledges that access to the Project Site, to be arranged by the CITY for the CONTRACTOR, may be provided during times that are not the normal business hours of the CONTRACTOR.

**ARTICLE THREE  
TIME**

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and **shall be performed and completed within 45 weeks of the Notice to Proceed**. Time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of

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

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

3.4. Should the CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONTRACTOR's performance is or will shortly be back on schedule.

#### **ARTICLE FOUR COMPENSATION**

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services shall not exceed **\$117,400.00** and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **EXHIBIT B** and made a part of this Agreement.

#### **ARTICLE FIVE MAINTENANCE OF RECORDS**

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

#### **ARTICLE SIX INDEMNIFICATION**

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

**ARTICLE SEVEN  
INSURANCE**

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

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

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

**ARTICLE NINE  
WAIVER OF CLAIMS**

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

**ARTICLE TEN  
TERMINATION OR SUSPENSION**

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

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

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

#### **ARTICLE ELEVEN CONFLICT OF INTEREST**

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

#### **ARTICLE TWELVE MODIFICATION**

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

#### **ARTICLE THIRTEEN NOTICES AND ADDRESS OF RECORD**

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

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

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

A.C. Schultes of Florida, Inc  
11865 US Hwy 41  
Gibsonton, FL 33534  
Attention: **Greg Schultes**, Vice President

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

**ARTICLE FOURTEEN  
MISCELLANEOUS**

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

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

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

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

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

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

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

**ARTICLE FIFTEEN  
APPLICABLE LAW**

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

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

ATTEST:

CITY:

CITY OF NAPLES, FLORIDA,  
A Municipal Corporation

By: Patricia L. Rambosk

By: A. William Moss

Patricia L. Rambosk, City Clerk

A. William Moss, City Manager

Approved as to form  
and legal sufficiency:

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

CONTRACTOR:

A.C. Schultes of Florida, Inc

By: [Signature]

Its Vice President

[Signature]  
Witness

(CORPORATE SEAL)



## EXHIBIT A

### SCOPE OF SERVICES

#### SUMMARY & SPECIFICATIONS OF PROJECT

1. PURPOSE:

The intent of these specifications is to outline the requirements for the specified equipment to be supplied, installed, and start-up; to the City of Naples Wastewater Treatment Plant.

2. SCOPE OF WORK:

Provide and install one replacement motor & pump as specified.

3. SPECIFIED MOTOR / PUMP:

- A. The existing motor / pump to be replaced as defined below and specified herein are US Motors and Ruhrpumpen Vertical Turbine Pumps.

#### EXISTING MOTOR DATA

Location	Eff. Wet Well MOTOR #2
Rated HP	600 HP
Model #	H05695
Type	HVI-4
PH	3
Volts	460
Frame	5809P
SF	1.15
Code	G
Amps	648
Hz	60
RPM	1780
Enclosure	WPI
Up Bearing	7226BCB Qty-2
Lo Bearing	6222-J
Insul Class	F
Cont. Rating	40 DEG C

**EXISTING PUMP DATA**

Location	Eff. Wet Well PUMP #2
SIZE	17
TYPE	HQ
STAGE	3
SN	96ER7226 800727
HEAD	278 FT
CAP	8500 GPM
RPM	1770
Rise from BT @ Install	14"

- B. The motor base plate, mounting bolt hole pattern, shaft length and size for each proposed motor must be an exact match as the existing motors being replaced to assure that the new motors will be capable of direct exchange without any modifications or adaptors required.
  - C. The pump discharge heads, shaft size/length, motor mounts, etc. shall be an exact match as the existing pumps being replaced to assure that the new pumps will be capable of direct exchange without any modifications or adaptors required.
  - D. All working parts of the motors/pumps, such as bearings, wearing rings, shaft sleeves, motor windings, sleeves, flanges, seals, etc., shall be of standard dimensions such that parts will be interchangeable between like units, and such that the Owner may at any time in the future obtain replacement and repair parts for those furnished in the original machine. All parts shall be properly stamped for identification and location in the machines as shown on the assembly drawings in the instruction books furnished.
4. MOTOR - GENERAL
- A. Motors for the existing pumps shall be of the vertical, squirrel cage induction type.
  - B. Motors must be designed to accept all thrust loads imposed by pump during starting, running, and stopping.
  - C. All motors shall be built in accordance with latest NEMA, IEEE, ANSI and AFBMA standards where applicable.

D. Motors for use with Solid State VFDs or Soft Start Motor Controllers shall be premium efficiency and inverter duty. The Torsion & Reed Critical Analysis must be provided to confirm the size of the pump. Also, for VFD Operation, the City must be assured that the pump can operate without problems at 15% above full speed and 20% below slowest speed.

E. Motors shall be as manufactured by U.S. Motors, or approved equal.

5. MOTOR – PERFORMANCE REQUIREMENTS

A. Motors shall be rated 230/460 volts, 3 phase, 60 Hertz.

B. Each motor shall have a minimum 1.15 service factor.

C. Motors shall be free of objectionable noise and vibration. Vibration level measured on the bearing housing shall be in accordance with values shown in NEMA Standards.

D. Maximum temperature rise of the motor windings shall not exceed 80°C as measured by resistance, when motor is operated continuously at rated horsepower, rated voltage and frequency in ambient air temperature of 40°C.

6. MOTOR – TEST REQUIREMENTS

A. All motors shall be completely assembled at the factory and shall be given routine tests conducted in accordance with NEMA Standards MG1-20.46 and MG 1-20.47; by a Manufacturer's Authorized Testing Agency or Authorized Service & Test Center, which includes the following tests:

- 1) No load current.
- 2) Winding resistance.
- 3) High potential dielectric tests.
- 4) Bearing inspection.

B. Copies of the test results for each motor shall be certified by a Manufacturer's Authorized testing Agency or Authorized Service & Test Center. The test results shall be furnished to the City Utility Engineer/Project Manager for review before delivery of the motors.

7. MOTOR - CONSTRUCTION

A. Motor frames and end shields shall be heavy fabricated steel or cast iron of such design and proportions as to hold all motor components rigidly in proper position and provide adequate protection for the type of enclosure employed. Openings for ventilation shall be uniformly spaced around the motor frame. Motor frames shall be designed to allow continuous operation in outside locations exposed to full weather conditions without potential to internal damages.

B. Space heaters shall be provided to operate on 120 volt, single phase power. Leads shall be brought out to a terminal block enclosed in a NEMA 12 accessory box. Motors shall be provided with a metallic foil or plastic warning label with red background and white letters which has the following legend: "WARNING - ELECTRICAL SHOCK HAZARD, Motor Equipped with Strip Heaters. Strip

Heater Circuit remains Energized when Main Disconnect for Pump is OFF". The space heater accessory box on all proposed replacement motors shall not be different in location from the existing motors by more than 6" in any direction. The motor lead main terminal box on all proposed replacement motors shall not be different in location from the existing motors by more than 6" in any direction.

- C. Each motor shall be furnished with a "Klixon" thermal protection device or an approved equal.
- D. The shaft shall be made of high-grade machine steel or steel forging of size and design adequate to withstand the load stresses normally encountered in motors of the particular rating.
- E. Stator cores shall be made of low loss, non-aging electrical sheet steel with insulated laminations.
- F. Stators shall be random wound and insulated with glass and mica applied directly to the coils. Motors shall have an Inverter Duty Class rise non-hygroscopic epoxy sealed or encapsulated insulation system limited to the temperature rise specified herein. All connections shall be silver soldered with no crimp connections used except for terminals. A coil bracing system for stator end turns shall be utilized to minimize coil movement during starting and running conditions.
- G. Rotors shall be made from high grade steel laminations adequately fastened together, and to the shaft. Rotor squirrel cage may be of cast-aluminum or copper alloy bar-type construction with brazed end rings.
- H. Bearings shall be grease/oil lubricated antifriction type with an AFBMA average bearing life of 20 years. Bearing design shall include over-grease/oil protection.
- I. The motor bearings shall have ample capacity to carry the weight of all the rotating parts plus the hydraulic thrust of the pump impellers, and have an ample safety factor. This factor shall be based on an average life expectancy of five (5) years operation at 24 hours per day.
- J. All motors shall have an interior coating of corrosion resistant and fungus protective coating on all interior surfaces. Exterior prime coating shall be compatible with the field applied finish coating.
- K. Nameplates shall be stainless steel. Lifting lugs or "0" type bolts shall be supplied on all motors capable of supporting the weight of the motor. Enclosures shall have stainless steel insect screens.
- L. All fittings, bolts, nuts and screws shall be plated or stainless steel to resist corrosion. Bolts and nuts shall have standard hex heads.
- M. The main terminal box shall be NEMA Rated for outside application and provide ample room for connections.

8. PUMPS

- A. EFFLUENT DISTRIBUTION PUMP – RATED 600 HP: The proposed replacement pump shall conform exactly with all dimensions and materials as shown in the data and drawings sheets of the existing pump listed as Attachments B-1 through B-10 herein. The proposed pump shall be a direct replacement of the existing pump requiring no alterations, adaptors, or modifications of any kind to assure uniformity of the plant equipment.
- B. Each pump unit provided shall have a stainless steel Name Plate mounted on the discharge head of the pump with the information stamped as shown in Section 3. A. herein.

9. EXISTING MOTOR/PUMP REMOVAL

- A. All scheduling for equipment shut down shall be coordinated with the Wastewater Treatment Plant Superintendant or his designee a minimum of 72 hours prior to commencement of any work.
- B. A crane of sufficient size and lifting capacity for all of the equipment shall be provided at the work site. Access for the crane is shown in a picture within these documents as well as a picture of where the pumps are located.
- C. A qualified electrician shall perform the proper de-energizing, lockout, and terminations of all conduit and wire connections necessary for the safe removal of the motor. The motor shall be unbolted, removed, and set on blocking/pallet/skid to protect the shaft on the access drive just east of the pumping structure; so that the Plant staff can transport the unit to its disposition location.
- D. Qualified mechanical technicians shall carefully remove all mounting and flange bolts so that the pump unit can be safely removed from its base with out damaging the structure or any piping in the area. The pump shall be set on blocking/pallet/skid to protect the shaft on the access drive just east of the pumping structure; so that the Plant staff can transport the unit to its disposition location.
- E. The pump base structure, pump mounting hardware, and the discharge piping connection flange shall be thoroughly cleaned prior to setting the new replacement pump in place.

10. MOTOR/PUMP INSTALLATION

- A. The new pump shall be un-crated and thoroughly examined for any defects and/or damage that may have occurred during shipment/delivery/storage. Any damage and/or defects shall be corrected by the installer/manufacture prior to installation at no cost to the City. Proper documentation shall be provided to the City for any defects, damage, and/or repairs required, and all warranties shall be maintained in full effect. This task should be performed prior to any work scheduled.
- B. The new pump unit shall be lifted in accordance to all manufacturers' recommendations to prevent any undo stress or strain to the unit.

- C. The new pump shall be carefully set into the wet well and secured to the pump base structure. A new quality rubber gasket and stainless steel hardware shall be supplied for the pump discharge connection. The pump unit shall be secured in place, level and true, and under no stress. Any shimming and/or re-grouting shall be the responsibility of the installer.
- D. The new motor shall be un-crated and thoroughly examined for any defects and/or damage that may have occurred during shipment/delivery/storage. Any damage and/or defects shall be corrected by the installer/manufacture prior to installation at no cost to the City. Proper documentation shall be provided to the City for any defects, damage, and/or repairs required, and all warranties shall be maintained in full effect. This task should be performed prior to any work scheduled.
- E. The new motor shall be carefully set in place on the pump unit and properly bolted in place. The pump and motor shall not be coupled at this time.
- F. The electrician shall connect all conduits, boxes, and wire connections as required; and shall test all wires/connections prior to energizing. Once all readings are in accordance with the motor manufacturers' recommendations, the motor can be energized to assure proper rotation. Once the rotation is properly set, the motor operation will be tested without load to manufacturers' recommendations.
- G. A qualified pump manufacturer representative shall make sure that the pump impeller(s) clearances are properly set and the pump/motor coupling is properly installed. Proper alignment and balancing of the pump and motor shall be performed and verified. All startup data is to be documented and provided with the warranty documents.
- H. The installer is responsible for full restoration of any damage that may have resulted during their operations.
- I. Bidders shall provide a Torsional & Reed Critical Analysis to confirm design of pump. Also, for VFD operation, bidders must assure City that pump can operate without problems at 15% above full speed and 20% below slowest speed.

## 11. QUALIFICATIONS

The motor/pump units covered by these Specifications are intended to be standard pumping equipment of proven ability as manufactured by a reputable manufacturer having long experience in the production of such motors/pumps. The motors/pumps furnished shall be designed and constructed in accordance with the best practice and methods, and shall operate satisfactorily when installed. All equipment furnished under this Specification shall be new and unused, and shall be the standard product of manufacturers having a successful record of manufacturing and servicing the equipment and systems specified herein for a minimum of 5 years.

## 12. PRODUCT DELIVERY, STORAGE AND HANDLING

- A. All parts shall be properly protected so that no damage or deterioration will occur during shipment and delivery to the City facility.

- B. Factory assembled parts and components shall not be dismantled for shipment unless permission is received in writing from the Owner.
- C. Finished surfaces of all exposed equipment shall be protected from damage with strong materials.
- D. Finished iron or steel surfaces not painted shall be properly protected to prevent rust and corrosion.
- E. Each box, crate, and/or package shall be properly marked to show its net weight in addition to its contents.
- F. Motors/pumps shall be delivered with the equipment fully lubricated insofar as possible. If any point cannot be so serviced, it shall be clearly marked to the effect that it is not lubricated and requires servicing prior to operation. An adequate supply of the proper lubricant, with instructions for its application, shall be supplied with the equipment for each point not lubricated prior to shipment.

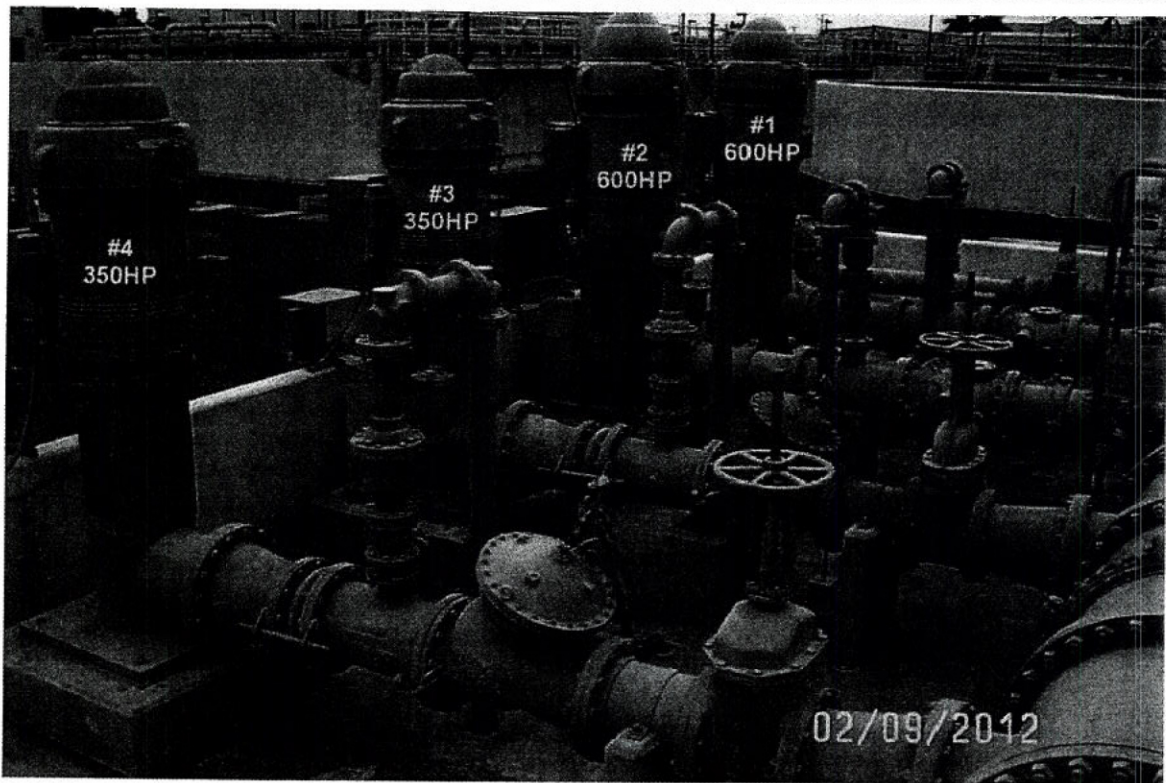
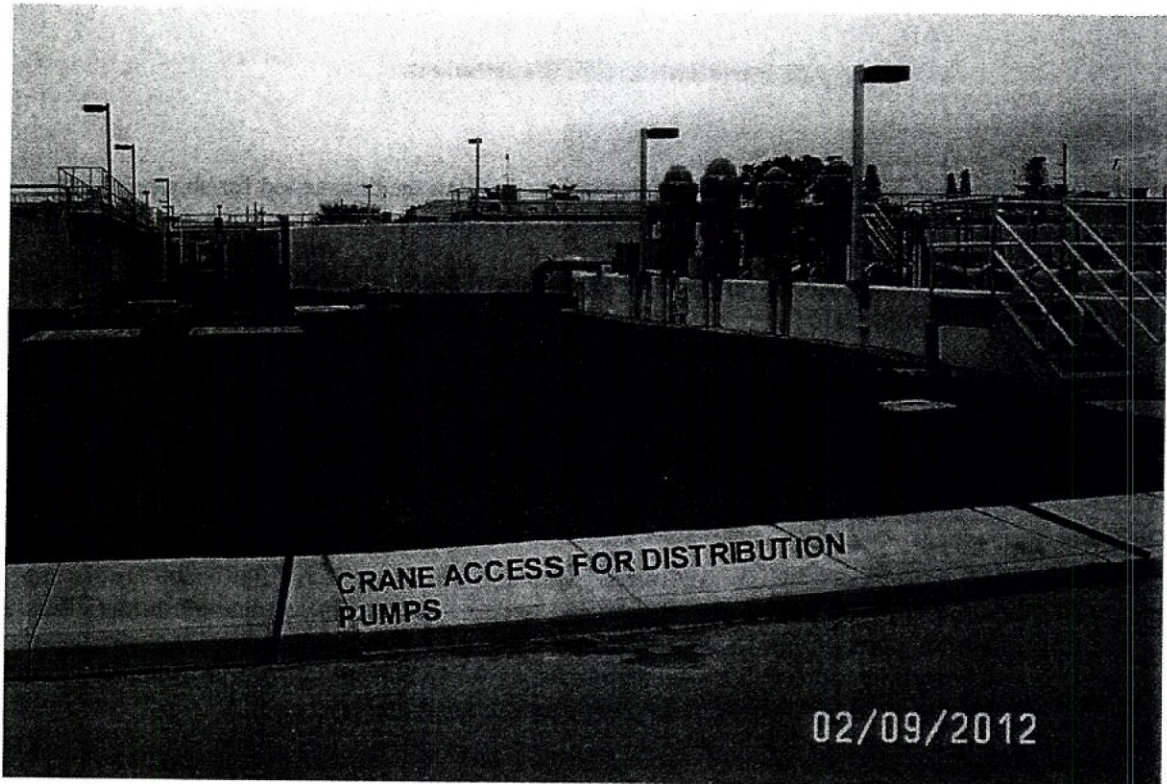
13. WARRANTY

- A. All equipment supplied under this Section shall be warranted for a period of one (1) year by the equipment manufacturers. Warranty period shall commence on date of verified/documented Start-Up of that piece of equipment.
- B. The equipment shall be warranted to be free from defects in workmanship, design and materials. If any part of the equipment should fail during the warranty period, it shall be replaced and restored to service at no expense to the Owner.

15. PRODUCTS - GENERAL

These specifications are intended to give a general description of what is required, but do not cover all details which will vary in accordance with the requirements of the equipment as offered. It is, however, intended to cover the furnishing, the shop testing, the delivery, installation, and start up of all materials, equipment and appurtenances for the motor and pump units as herein specified, whether specifically mentioned in these Specifications or not.

For all units there shall be furnished and installed all necessary and desirable accessory equipment and auxiliaries whether specifically mentioned in these Specifications or not, and as required for an installation incorporating the highest standards for the type of service including field testing of the specified equipment and instructing the regular operating personnel in the care, operation, and maintenance of the equipment.



END OF EXHIBIT A



BID FORM

**THIS SHEET MUST BE COMPLETED AND RETURNED WITH BID**

NAME OF BIDDER: A.C. Schultes of Florida, Inc.

PROJECT IDENTIFICATION: **City of Naples – WWTP Motor / Pump Replacement Project**

Bidder submits the following prices to provide & install all equipment as required by the Specifications herein:

Item No.	Description	Quant.	Units	Unit Price	Extended Price
1:	600 HP Effluent Distribution Motor - As specified herein	1	ea	<u>\$ 80,714</u>	<u>\$ 80,714</u>
2:	350 HP Effluent Distribution Motor - As specified herein	1	ea	<u>\$ N.A Per Add #1</u>	<u>\$</u>
3:	600 HP Effluent Distribution Pump - As specified herein	1	ea	<u>\$ 36,686</u>	<u>\$ 36,686</u>
4:	350 HP Effluent Distribution Pump - As specified herein	1	ea	<u>\$ N.A Per Add #1</u>	<u>\$</u>
<b>BID TOTAL (ITEMS 1-4)</b>					<u>\$ 117,400</u>

All pricing shall include delivery to the City of Naples Wastewater Treatment Facility located at 1400 3<sup>rd</sup> Ave. N., Naples, Florida 34102.

The quantities listed above are estimated. The City reserves the right to purchase all, part, or none of the units described herein.

**REQUIRED DOCUMENTATION CHECK LIST**

Document Description	"INITIAL" Documents provided with Bid
INVITATION TO BID (Cover Page – completed & signed)	✓
REFERENCES	✓
BID FORM	✓
DATA SHEETS AND DIMENSION DRAWINGS FOR EACH ITEM SUBMITTER FOR BID	✓
INFORMATION ON BID EXCEPTIONS (If applicable)	✓

Failure of bidder to provide all documentation with their bid proposal as required herein, will result in a Non-Responsive Bid.

NOTE: The vendor has reversed the prices for the pump and motor.

**Byron Jackson  
Model 17HQ, 3-Stage VCP**

ATTACHMENT B-1  
600 HP PUMP

**Sectional Drawing - Self Lubricated**

Reference No.	Part	Standard Metallurgy
39	Flow Adapter	Bronze/ASTM A-836
76	Bypass Port Body	Cast Iron/ASTM A48 Class 30
77	Series Case	Cast Iron/ASTM A48
79	Bottom Case	Cast Iron/ASTM A48
82	Nozzlehead, SB	Fabricated Steel/ASTM A-36
103	Bearing, Bottom Case	Bronze/ASTM A-932
167	Pump Shaft	Stainless Steel/ASTM-A276 Type 416
176	Impeller	Bronze/ASTM A-958
243	Bearing, Series Case	Bronze/ASTM A-932
244	Sand Cap	Plastic - Nylon
256-1	Ring, Split, Drive Coupling	ASTM A-276/Type 316 Stainless Steel
334	Retaining Ring	ASTM A-276/Type 416 Stainless Steel
380	Column Spider	Low Carbon Steel
397	Bearing - Top Case	Bronze/ASTM A-932
399	Bearing, Column	Neoprene
400	Column Shaft, Bottom	ASTM A-276 Type 416 Stainless Steel
401	Coupling, Column Shaft	ASTM A-276 Type 404 Stainless Steel
402	Line Shaft	ASTM A-276 Type 416 Stainless Steel
404	Head Shaft	ASTM A-276 Type 416 Stainless Steel
419	Outer Column, Top	ASTM A-53/Lower Carbon Steel
420	Outer Column, Upper	ASTM A-53/Lower Carbon Steel
422	Outer Column, Bottom	ASTM A-53/Lower Carbon Steel
427	Coupling	ASTM A-276/Type 416 Stainless Steel
428	Coupling, Lower	ASTM A-276/Type 416 Stainless Steel
529	Driver Half Coupling	Steel 1213
530	Pump Half Coupling	Steel 1213
532	Adjusting Plate	Steel 1213
538	Spacer Coupling	Steel 1213
603	Basket Strainer	ASTM A-276 Type 316L Stainless Steel
676	Impeller Key	SST-18-8/ASTM A-276
676-1	Key, Pump Half Coupling	SST-18-8/ASTM A-276
744	O-Ring Gasket, Cases	Nitrile
744-2	O-Ring Gasket - Top Case to Column	Nitrile
744-5	O-Ring Gasket, Top Series Case Bearing	Nitrile

REUSE DISTRIBUTION PUMP NO.'S 1 & 2

**Byron Jackson**

**Byron Jackson  
Model 17HQ, 3-Stage VCP**

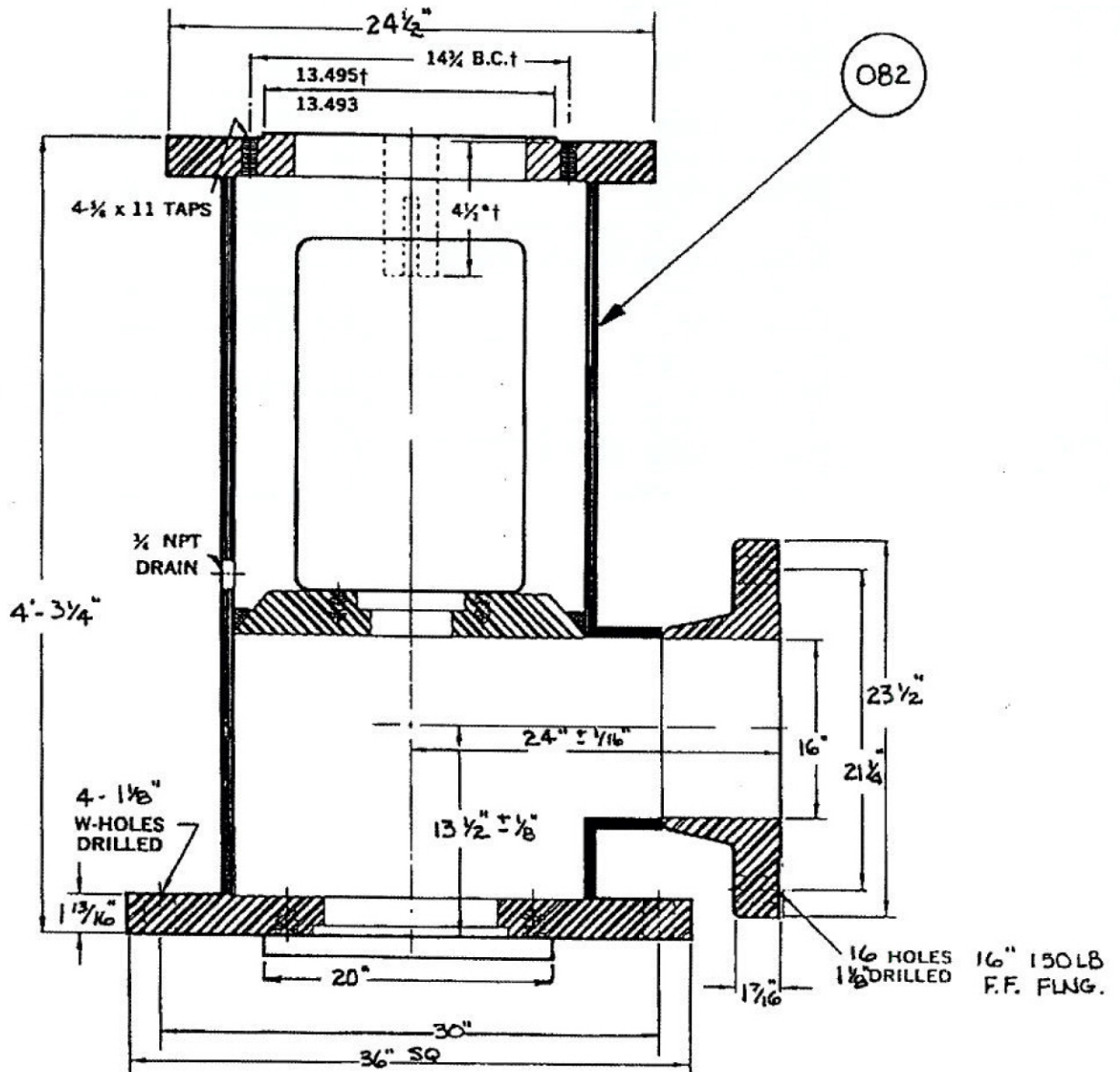
ATTACHMENT B-2  
600 HP PUMP

<b>Mechanical Seal</b>		
<b>Reference No.</b>	<b>Part</b>	<b>Standard Metallurgy</b>
S-13	O-Ring Gasket, Seat	Viton
S-14	Stationary Face	Tungsten Carbide
S-15	Rotating Face	Carbon
S-16	Spring	316 Stainless Steel
S-17	Spring Holder	316 Stainless Steel
S-24	Flange Bushing	Micarta
S-54	Retaining Ring	316 Stainless Steel
S-57	Set Screw, Spring Holder	316 Stainless Steel
S-76	O-Ring Gasket, Rotating Face	Viton
221	Sleeve, Shaft	316 Stainless Steel
260	Collar, Drive	316 Stainless Steel
486	Ring, Sealing-V	Nitrile
601	Seal Flange	Steel 1140 with electrolysis nickel plating
747	O-Ring Gasket, Sleeve	Viton
747-1	O-Ring Gasket, Flange	Viton
795	Set Screw, Collar	316 Stainless Steel



ATTACHMENT B-3  
600 HP PUMP

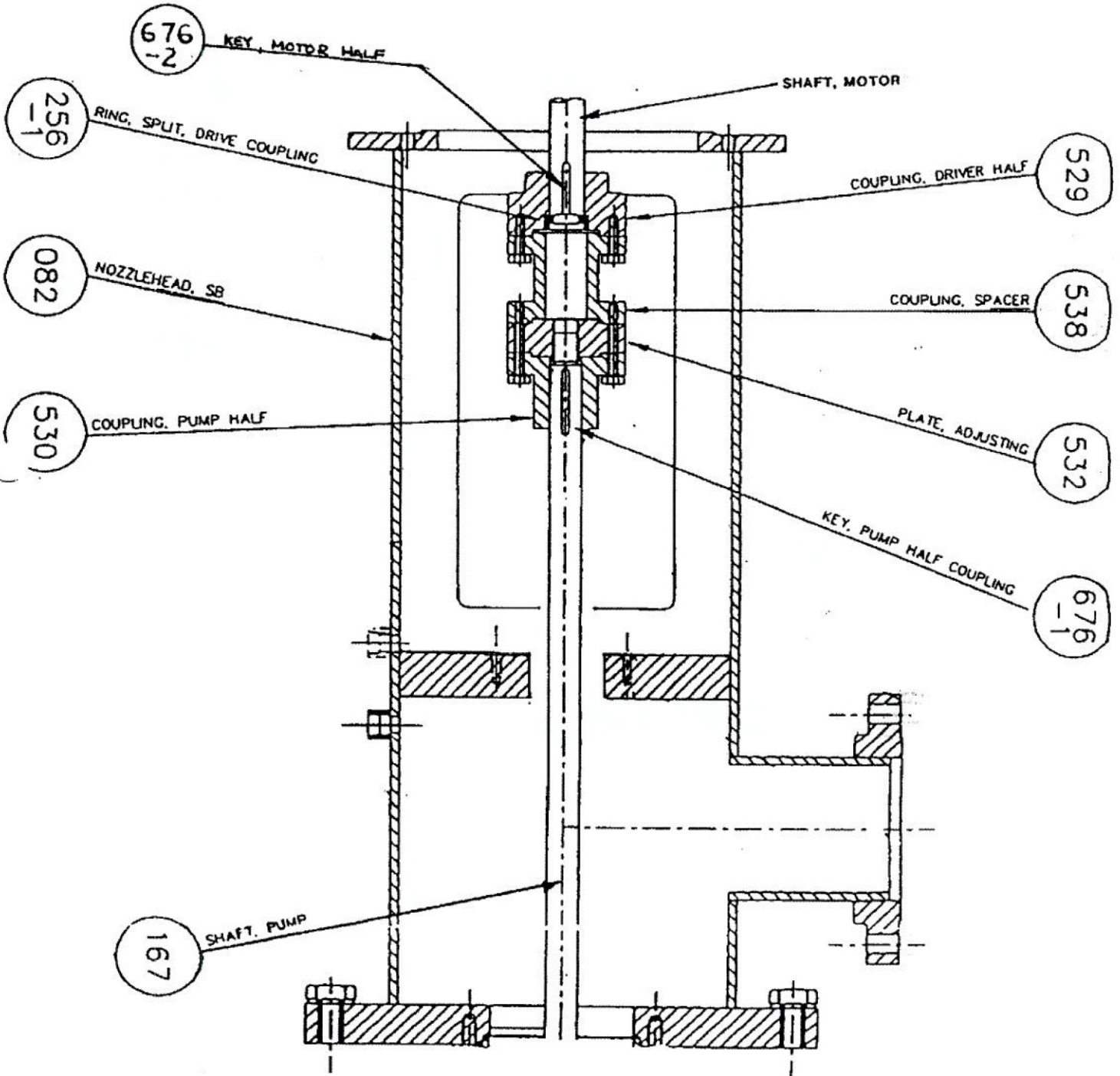
### VERTICAL TURBINE PUMPS Type FH Fabricated Discharge Heads



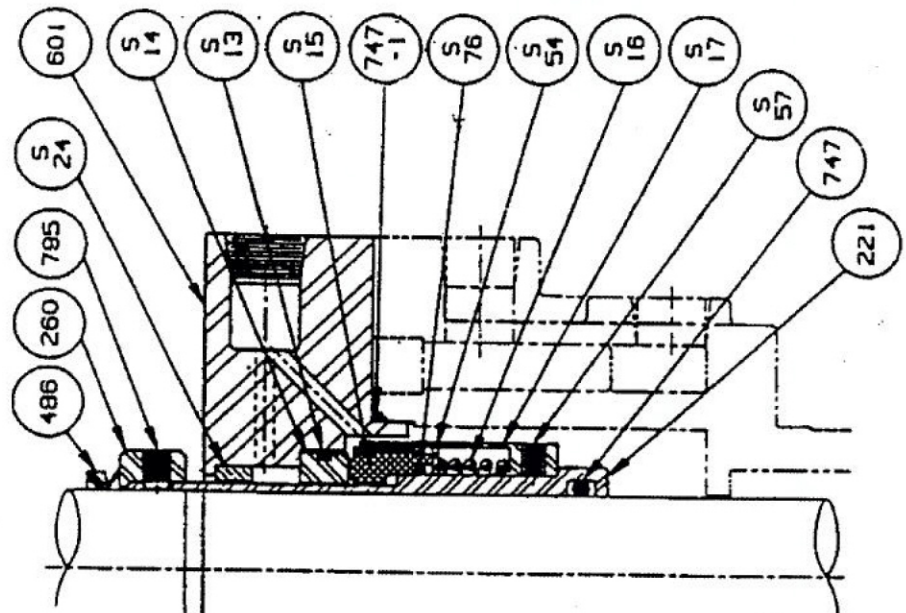


ATTACHMENT B-4  
600 HP PUMP

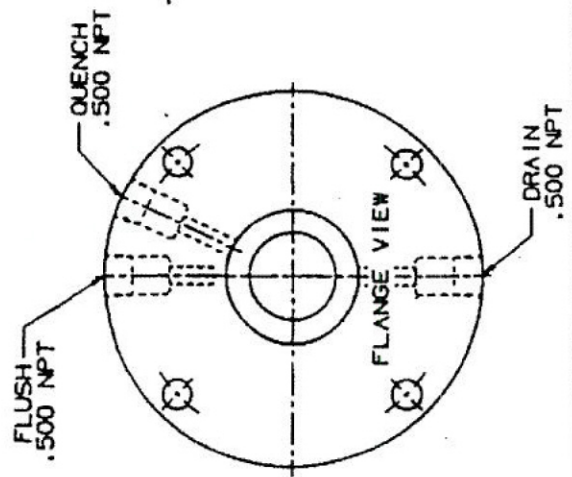
### DISCHARGE HEAD 4- PIECE SPACER COUPLING



DATE	BY	CHKD



SEAL SETTING  
± .030



QTY	REF NO.	DESCRIPTION
1	S-13	O-RING GASKET, SEAT
1	S-14	STATIONARY FACE
1	S-15	ROTATING FACE
1	S-16	SPRING
1	S-17	SPRING HOLDER
1	S-24	BUSHING, FLANGE
1	S-54	RING, RETAINING
3	S-57	SET SCREW, SPRING HOLDER
1	S-76	O-RING GASKET, ROTATING FACE
1	221	SLEEVE, SHAFT
1	260	COLLAR, DRIVE
1	486	RING, SEALING-V
1	601	FLANGE, SEAL
1	747	O-RING GASKET, SLEEVE
1	747-1	O-RING GASKET, FLANGE
6	795	SET SCREW, COLLAR

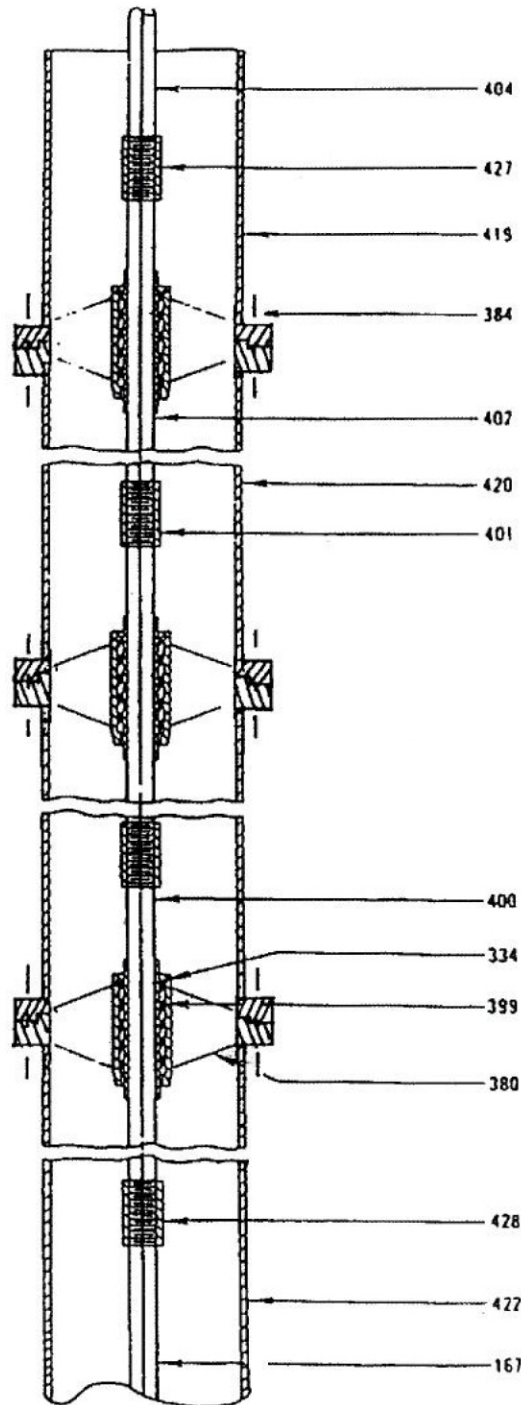
ATTACHMENT B-5  
600 HP PUMP

SEAL MODEL	SHAFT SIZE	SEAL SETTING
1250	0.812	± .030
1625	1.000, 1.188	0.125
2125	1.438, 1.688	0.125
2500	1.938	0.188
3125	2.188, 2.438	0.188
	2.688	0.188

DWG NO. DU-862.004.62 DESIGNED BY R. BOWMAN CHECKED BY T. MOYES REVISIONS USE SEE DIMENSIONS SPECIFIED IN TOLERANCES, UNLESS OTHERWISE SPECIFIED	DATE 12/18/08 DATE 12/17/08 DATE 12/17/08	<b>BWIP</b> BYRON JACKSON BW/IP International, Inc. TULSA OPERATIONS DRAWING TITLE MECHANICAL SEAL SECTIONAL BW/IP TYPE "OBS"	DRAWING NO. 297733
CAD DRAWING DO NOT CHANGE ORIGINAL CAD FILE NAME 120LZZZU2977330			187

ATTACHMENT B-6  
600 HP PUMP

VERTICAL TURBINE PUMPS  
Self Lubricated Discharge Column



COLUMN SIZE	O.D. OF STANDARD FLANGE
16"	20"

~ ALL FASTENERS TYPE 316 S.S. ~

Eff. June 1980  
Super. May 1979

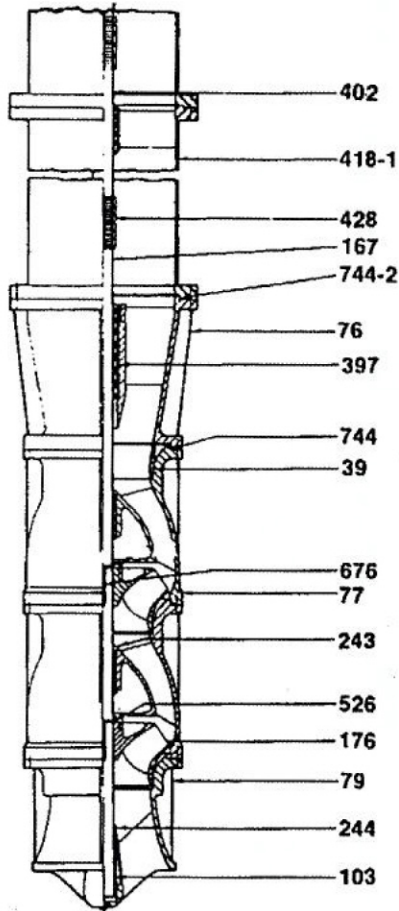
**Byron Jackson Pump Division**  
BORG-WARNER CORPORATION



Section 2-155  
Page 2-155-7

ATTACHMENT B-7  
600 HP PUMP

**HQ VERTICAL CIRCULATOR PUMPS**  
Sectional Drawing – Self Lubricated



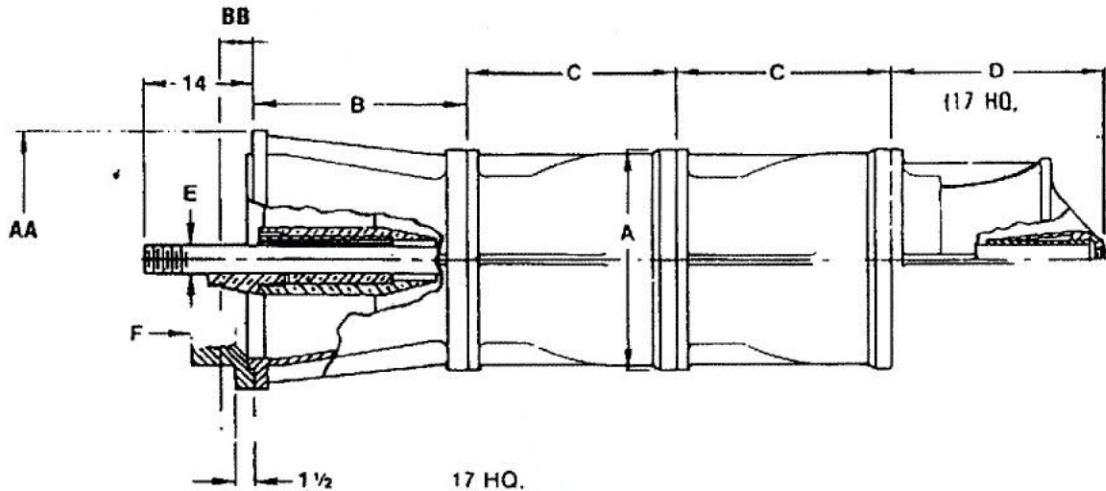
ITEM NO.	NAME OF PART
39	FLOW ADAPTER
76	BYPASS PORT BODY
77	SERIES CASE
79	BOTTOM CASE
103	BEARING-BOTTOM CASE
167	PUMP SHAFT
176	IMPELLER
243	BEARING-SERIES CASE
244	SAND CAP
260	SPLIT RING
334	SNAP RING
397	BEARING-TOP CASE
402	COLUMN SHAFT
404	
428	COUPLING
526	RETAINING RING-IMPELLER
530	
531	COUPLING SLEEVE
676	KEY-IMPELLER
676-2	KEY COLUMN SHAFT
744	O-RING GASKET-CASE
744-2	O-RING GASKET-TOP CASE TO COLUMN



ATTACHMENT B-8  
 600 HP PUMP

## HQ VERTICAL CIRCULATOR PUMPS

### Bowl Assemblies – Technical Data



PUMP SIZE		17" – HQ
DIMENSIONS OF PUMP ASSEMBLY	O.D. A*	16 7/8
	Maximum O.D. AA	16 7/8 † 20 ††
	Length Top Case B	9 7/8 † 16 ††
	BB	3 † 1 1/2 ††
	Length Series Case C	16 1/4
	Length Bottom Case D	15 15/16
	Length One Stage Assembly	42 1/16 † 48 3/16 ††
Length Ea. Add. Stage C	16 1/4	
PUMP SHAFT	Standard Diameter E	2 3/16
	Weight Per Foot	12.8
	Std. Outer Column Size F	16 ††
	Suct. Pipe Size Only G	N.A.
WEIGHT*	First Stage	700
	Each Add. Stage	295
	Weight of Impeller	42
	End Float	L – 1 21/32 H – 3 1/32

\* Check column coupling O.D. for well clearance  
 • All weights are approximate

† Max O.D. when 12" col used  
 †† Max O.D. when 16" col used  
 Drawing No. 752004



**BWIP International, Inc.**  
Pump Division

Byron Jackson Pumps

Uni Centrifugal Pumps

Wilson Snyder Pumps

R. C. BEACH REPRESENTING BW/IP INTERNATIONAL

STANDARD

Revision date: 8/29/94  
Minimum Submergence: 36"

Ns = Pump Specific Speed: 4563  
Eye Area: 71.4 in<sup>2</sup>  
U : 75.6 ft/sec  
Rating number: 3446  
Original RPM: 1770

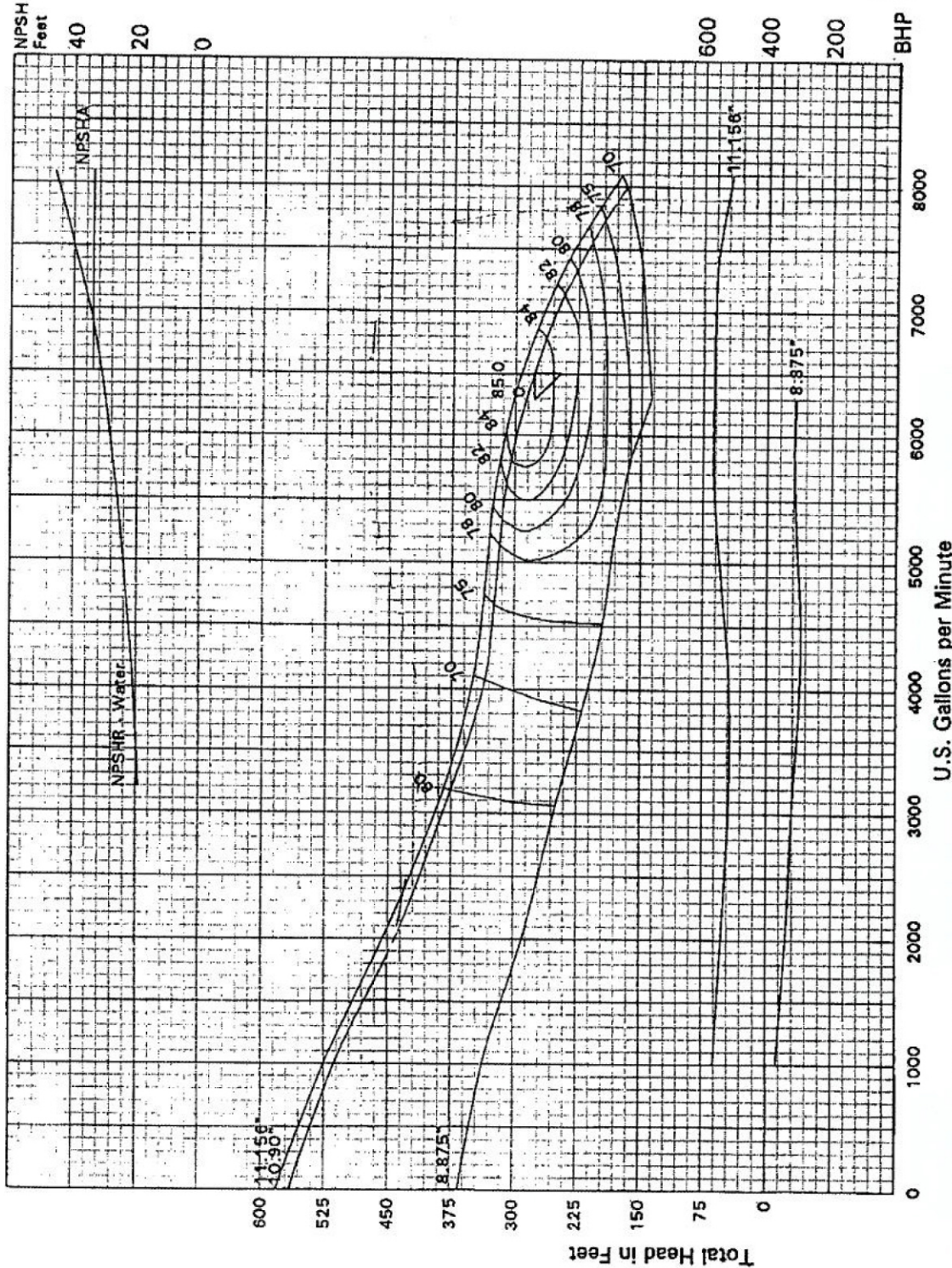
**DESIGN CALC (APPROXIMATE)**

Stages - design: 3  
Trim Diameter - design: 10.90"  
Efficiency - design: 84.9%  
Head reserve available: 5.5%  
Head rise to shutoff: 103.6"  
Power - design: 537.6 BHP  
NPSH required: 31.4 Feet

**DESIGN PARAMETERS**

RPM: 1770  
Flow: 6500 GPM  
Head: 278 ft  
NPSHA: 34.0 ft +  
SpGr: 1.00  
Visc: 1

ATTACHMENT B-9  
600 HP PUMP



Purchaser: WHARTON SMITH INC.

End User: CITY OF NAPLES FLORIDA

Project: NAPLES WWTP EXPANSION

Item/Spec: REHAB. REUSE PUMPS NO 1 & 2 SPEC 11214

Proposition: 96-ER-7226 AND 96-ER-7234

Curve No.: ENGINEER: HOLE MONTES AND ASSOCIATES

Sales Person: WRB

Date: 12 JULY 96

PRIMER

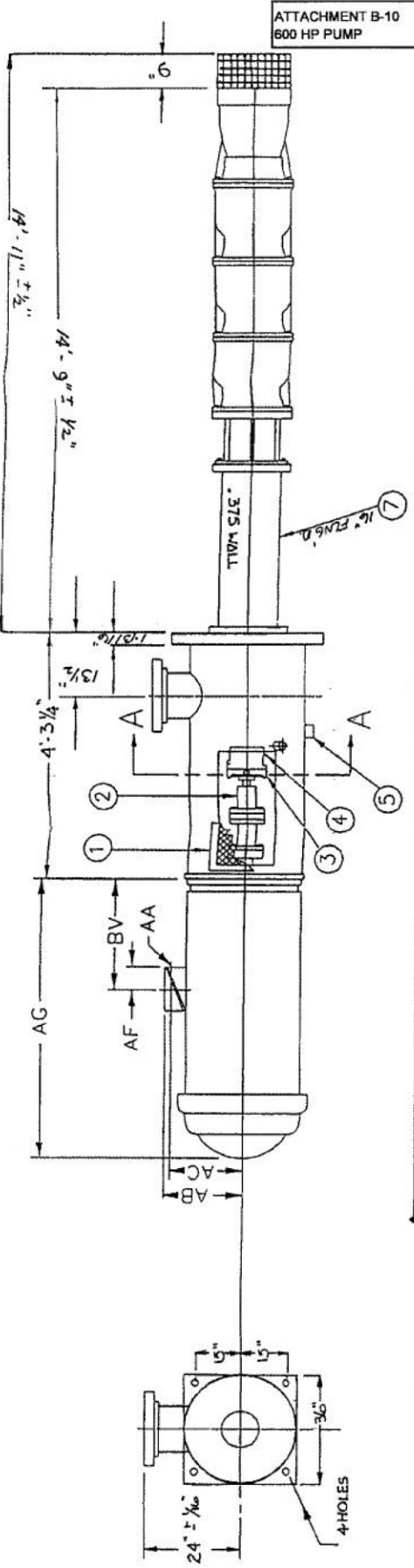
v2.10

00000024

Pump Size & Type

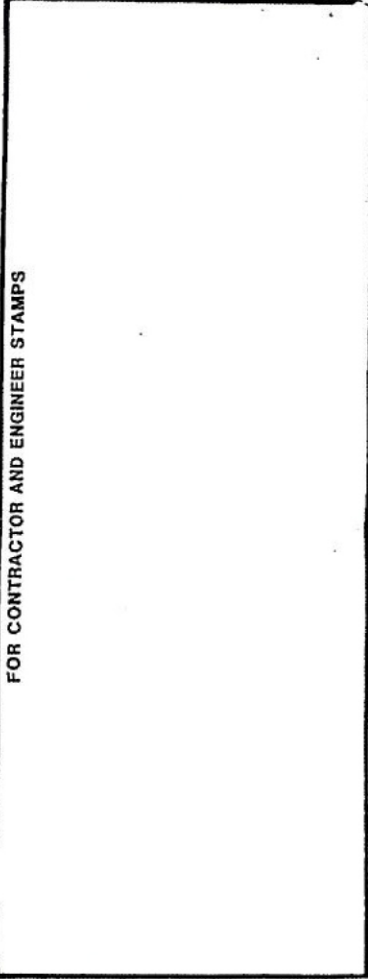
17" HQ "H"

\* CONTRACTOR TO VERIFY AND CONFIRM



SECTION AA

FOR CONTRACTOR AND ENGINEER STAMPS



PART NO.	DESCRIPTION
1	NON-SPARK COUPLING GUARDS
2	4PC SPACER COUPLING
3	QBS - MECHANICAL SEAL
4	SEAL FLANGE 316 S.S.
5	3/4 FEMALE DRAIN
6	BITUMASTIC COATING NON-POB.
7	5 FT SECTIONS FLANGED COL.
8	ALL 316SS FASTENERS

MOTOR	
MAKE: USEM	ENCLOSURE: WP-1
FRAME: 5809	HP: 600 RPM: 1800
TYPE: HVE4	PHASE: 3 CYCLES: 60
VOLTS: 480	AB=26 15/16" AC=21 5/16"
AA=3 1/2"	AG=7 7/16" BV=24 3/4"
AF=8 7/16"	WEIGHTS
PUMP: 4500	# APPROX.
DRIVER: 6900	# APPROX.
TOTAL WEIGHT: 11,400	# APPROX.

SUCTION & DISCHARGE NOZZLE LOCATION DIMENSIONS ARE ± .125"  
ALL OTHER INSTALLATION DIMENSIONS ARE ± .50".

CUSTOMER DATA	
NAME: WILSON SMITH, INC.	
CUST. ORDER NO. 291021	
ITEM: REUSE WATER NO.5 1 & 2.	
SERVICE: WATER - NON POTABLE.	
DUTY GPM: 6500 TDH: 270 RPM: 1770	

Date of Submission: 1-19-96
Project Title: MAPLES WWTTP EXPANSION
Project Number: JOB NO. 503.61-119-701-2
Contractor: WILSON SMITH, INC.
Supplier: R. C. Beach & Associates, Inc.
Manufacturer: BWIP International, Inc. Byron Jackson Pump Division
Modification of the Product: Vertical Turbine Pump
Specification Section Number: 11214
Specification Page: 11214-2
Specification Paragraph: 1-04 - A.

DIMENSIONS ARE IN INCHES	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
DIMENSIONS ARE IN MILLIMETERS	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
DRAWN BY	DATE
WPS	1-96
CHECKED BY	DATE
LTR	

REVISIONS			
DESCRIPTION	DATE	BY	CHK'D.

BYRON JACKSON PUMP DIVISION
INTERNATIONAL, INC.
TASA OPERATIONS
DRAWING TITLE
17 HQ - 3 STAGE VCP
CITY TWO (2) EACH
DRAWING NO./SERIAL NO.
96ER-7226 & 7234
REV.

ATTACHMENT B-10  
600 HP PUMP

DATE OF SUBMISSION: 1-19-96  
PROJECT TITLE: MAPLES WWTTP EXPANSION  
PROJECT NUMBER: JOB NO. 503.61-119-701-2  
CONTRACTOR: WILSON SMITH, INC.  
SUPPLIER: R. C. BEACH & ASSOCIATES, INC.  
MANUFACTURER: BWIP INTERNATIONAL, INC. BYRON JACKSON PUMP DIVISION  
MODIFICATION OF THE PRODUCT: VERTICAL TURBINE PUMP  
SPECIFICATION SECTION NUMBER: 11214  
SPECIFICATION PAGE: 11214-2  
SPECIFICATION PARAGRAPH: 1-04 - A.

CUSTOMER DATA  
NAME: WILSON SMITH, INC.  
CUST. ORDER NO. 291021  
ITEM: REUSE WATER NO.5 1 & 2.  
SERVICE: WATER - NON POTABLE.  
DUTY GPM: 6500 TDH: 270 RPM: 1770

BYRON JACKSON PUMP DIVISION  
INTERNATIONAL, INC.  
TASA OPERATIONS  
DRAWING TITLE  
17 HQ - 3 STAGE VCP  
CITY TWO (2) EACH  
DRAWING NO./SERIAL NO.  
96ER-7226 & 7234  
REV.

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

The Certificate must state the bid number and title.

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

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

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

**EXHIBIT D**

**CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS**

The undersigned, is the Vice President of the **A.C. Schultes of Florida, Inc** ("the CONTRACTOR"), and hereby certifies to the following:

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

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

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

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

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

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

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

Executed this 3<sup>rd</sup> day of August, 2012.

By:   
Gregory Schultes

**ACKNOWLEDGMENT**

STATE OF Florida

COUNTY OF Manatee

SWORN TO AND SUBSCRIBED before me this 5<sup>th</sup> day of August, 2012.

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

Jill M. Winters  
Print Name:

Jill M. Winters  
NOTARY PUBLIC - STATE  
OF Florida  
Commission

Number: EE 046834

Expires: 12/6/2014

My Commission  
(Notary Seal)

