

CITY OF NAPLES, FLORIDA

AGREEMENT (PROFESSIONAL SERVICES)

Bid/Proposal No. 068-12

Contract No. 12-00070

Project Name Generator Maintenance and Repair

THIS AGREEMENT (the "Agreement") is made and entered into this **November 14, 2012**, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **TAW Power Systems, Inc**, a Florida corporation **6312 78th Street, Riverview, FL 33578**, (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 **quarterly preventative maintenance; inspections, repair service, and load testing of the designated City of Naples emergency equipment**, and may be more fully described in the Scope of Services, attached as **EXHIBIT A** and made a part of this Agreement.

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

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

1.4. CONTRACTOR agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified licensed professional to serve as the CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized and

responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

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

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

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

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

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

ARTICLE TWO CITY'S RESPONSIBILITIES

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

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

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

2.2. The Project Coordinator shall:

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

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

ARTICLE THREE TIME

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and shall be performed and completed by **November 13, 2013 with the option of two additional 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.

ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services shall be for **\$50,000.00** 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:

TAW Power Systems, Inc
6312 78th Street
Riverview, FL 33578
Attention: **Michael MacInnes**, Treasurer

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

**ARTICLE FOURTEEN
MISCELLANEOUS**

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

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

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

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

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

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

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

ARTICLE FIFTEEN APPLICABLE LAW

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

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

ATTEST:

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

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

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:

TAW Power Systems, Inc
A Florida Corporation

Jim Peplan
Witness

By: Michael R. Headman
Its Treasurer

(CORPORATE SEAL)

General Contract (not Architects/Engineers)

EXHIBIT A

SCOPE OF SERVICES

1. The CONTRACTOR will perform quarterly preventative maintenance; inspections, repair service, and load testing of the designated City of Naples emergency equipment.
2. The cost shall be inclusive of any freight, transportation, handling, delivery, surcharges, or any other incidental charges and shall be exclusive of any Federal or State taxes, as the City of Naples is exempt from payment of such taxes, unless otherwise stated in these documents.
3. All prices quoted will remain firm for the length of the contract.
4. The CONTRACTOR shall not be considered in default by reason of failure, which arises out of causes reasonably beyond the elected firms control and without its fault or negligence. Such causes may include, however, not limited to: Acts of God, the CITY's omisive and commissive failures, natural or public health emergencies, labor disputes, freight embargoes.
5. All products and/or materials shall be new, and shall be warranted against any defects in materials and workmanship. This period of manufacturer's warranty shall begin to run at the time the item or materials are received, inspected, and accepted by a representative of the CITY.
6. The CONTRACTOR shall ensure that any factory service required while an item or items are under warranty shall be performed at the nearest authorized dealer, with no extra charge of any nature. Any defective part, components, or assembly which will not fulfill, or that would jeopardize the end functional use of the item, shall be replaced at no extra charge to the CITY, inclusive of the return of the item/equipment and return delivery of the same at no extra charge.
7. All preliminary inspections will be scheduled through the Office of the Public Works – Utilities Maintenance Supervisor at 239-213-4727. The proposed forty-five emergency units are described in **EXHIBIT A-2** of this bid document. The City of Naples may elect to add units to this contract at any time our facilities are expanded to incorporate additional power systems. The CONTRACTOR shall also understand that many of the units described herein are under the responsibility of different Departments/Divisions, and may require individual purchase orders for the various Departments/Divisions.
8. The CONTRACTOR shall abide by all general and "Site Specific" utility safety policies and procedures that are in practice and so required by each facility without additional cost to the CITY.
9. At the present time, the City of Naples has four generators (Units #635, #636, #846 & #848) that require special notification and approval from Florida Power & Light, to perform service and maintenance on the generators listed above. This is called the Commercial/Industrial Load Control Program. The guidelines and requirements for this program are specific and detailed under City of Naples Utilities Department Special Procedure Number UT-SP-008. The awarded contractor shall strictly adhere to these guidelines and notification procedures. The CONTRACTOR will be issued copies of the City Special Procedure and the FPL C/I Management "Customer Request for Approval"

forms upon initiation of the contract. In the event that the City enters into any additional C/I Load Control agreements with FPL, the elected vendor shall adhere to the same guidelines as the units listed above, at no additional cost to the CITY. The CONTRACTOR will be notified in writing, of any additional C/I Load Control agreements.

10. The CONTRACTOR shall be experienced in the kind of engine, generator, and electrical work required to be performed, shall have qualified supervisors and other technical personnel, proper equipment, and sufficient capital to complete all of the work contemplated hereunder within the time specified in these documents. The CONTRACTOR shall have a minimum of five years of acceptable experience in the maintenance and repair of generator systems from 5 to 2000 KW.
11. The CONTRACTOR shall supply copies of all current factory and equipment certifications of completion, special designations, etc., that your current repair technicians have earned, supplied with the bid proposal.
12. The CONTRACTOR shall perform all work specified herein, no outside sub-contractors shall be utilized unless all options have been exhausted. Then, and only then, it will be mutually agreed upon by both the CONTRACTOR and the CITY. If sub-contractor is utilized, their services will be paid by the CONTRACTOR at the same hourly rate and cost stipulated in the bid. The CONTRACTOR agrees to indemnify the CITY from and against any claims initiated pursuant to any subcontract the CONTRACTOR enters into in the performance of this Contract.
13. The elected CONTRACTOR is required to assure that proper clean up and safety precautions are performed at all times. The CONTRACTOR is responsible for the proper disposal of all waste products and materials.
14. Mileage: There shall be no mileage charge for either inspection visits or follow-up visits. If the CONTRACTOR intends to charge mileage for emergency visits only, they must submit a statement with their bid with the cost per mile, along with the number of miles between their facility and Utilities Administration Bldg. at 380 Riverside Circle, Naples FL 34102, with the exception of the following units, 420, 423 and 425. Due to the vicinity of the following units mileage may be charged.

MINIMUM CONTRACT SERVICE REQUIREMENTS

1. All service visits shall include inspections, measurements, adjustments, testing, and cleaning as detailed in **EXHIBIT A-1**.
2. Required minimum inspections and services shall include a minimum of One (1) Annual Service (Full service to commence upon bid award), One (1) Semi Annual Service (to be performed approximately at a six month interval from the annual service), and Two (2) Quarterly Service Inspection visits (approximately on the third and ninth month interval of the contract). Bidders shall present a schedule of the services upon a contract award. There will be a 15 day window for completion for the required Annual service (i.e. service may be completed 7 days before or 7 days after the proposed scheduled service dates), 7 day window for completion for the required Semi-annual service, and a 3 day window for completion for the required quarterly service. If the services cannot be met within the specified windows of the proposed schedule date(s), the contractor(s) must contact the assigned contract administrator to reschedule within a reasonable timeframe.
3. The CITY will reserve the right to pick and choose a select number of units to be load bank tested on an annual basis. The load bank test shall be completed during the Annual Service. The load bank test shall be performed in accordance with the Generator Manufacturer's Recommendations and shall require a "Resistance/Reactance Load Bank". The CONTRACTOR's employees performing these load bank tests shall possess all necessary certifications.
4. All service visits shall be performed during normal City of Naples working hours, unless other arrangements are made through the respective Supervisor or his designee. Normal working hours are typically Monday through Friday, 8:00am to 4:30pm, excluding approved holidays.
5. The CONTRACTOR shall have a servicing office within the Collier or Lee County boundaries and shall provide an address for that office. In addition, the CONTRACTOR shall be able to respond no later than 90 minutes after an initial call for regular or emergency service.
6. All service visits shall be scheduled through the respective contract administrator or his designee forty-eight (48) hours in advance, to prevent any operational conflicts.
7. Upon completion of each service, the elected vendor shall submit a copy of the completed service checklist, with full written details of any problem observations that may have occurred during and/or resulting from the service visit.
8. Bidders shall use original equipment manufacturer (OEM) parts, if not available then manufacturer recommended replacement parts may be used for servicing and replacement on all generator/motor units. Upon request, bidders shall submit a cost analysis for each service (i.e. costs of parts, mark-up, and man hours required to properly perform each service).
9. Any additional work required outside of the contract, shall be submitted to the respective Supervisor or his designee, in writing, for prior approval.
10. Contractor purchased equipment; parts or materials will be based on the CONTRACTOR's price from a wholesale supply house plus a mark-up of no more than 10%. The contractor's invoice will clearly show the manufacturer's part number, description, supply house cost and percent mark-up cost. A copy of the supply house invoice will be submitted with CONTRACTOR's invoice.

EXHIBIT A-1

EMERGENCY EQUIPMENT PREVENTATIVE MAINTENANCE CHECKLIST

Cooling

1. Check water hoses (leaks, condition, connections)
2. Check radiator/heat exchanger (blockage, damage, leaks)
3. Check drive belts (condition, adjust if needed)
4. Check fan (lube bearing, condition, cracks)
5. Check operation of coolant heaters (adjust)
6. Check coolant level/antifreeze protection and add if needed
7. Check DCA concentration (where applicable)
8. Check water pump (leaks)
9. Check and clean all louvers
10. Comments/ Notes

Fuel

1. Change fuel filter elements according to manufacturer recommendations (Annual)
2. Check for leaks (hose condition, connections)
3. Clean injectors as needed
4. Check fuel transfer pump (leaks, operation)
5. Check governor (linkage, operation, adjustment)
6. Check day tank (operation, leaks)
7. Drain water separator (sediments)
8. Comments/ Notes

Intake Exhaust

1. Visual check of piping (leaks, restrictions, conditions)
2. Check crankcase breather (clean if needed)
3. Check turbochargers (operation, leaks, clearances)
4. Inspect air cleaner (change at Annual service)
5. Check rain cap condition
6. Comments/ Notes

Lubrication

1. Check oil level (condition of hoses)
2. Check for leaks (tighten loose connections)
3. Check hydraulic governor (add oil if needed)
4. Change oil in engine according to manufacturer recommendations (Annual)
5. Change oil filter according to manufacturer recommendations (Annual)
6. Take oil sample for evaluation
7. Comments/ Notes

Electrical

1. Check batteries (fluid level, conditions, operation)
2. Battery voltage drop when starting
3. Check connections (clean, tighten if needed)
4. Check battery charger operation
5. Check starting ability (starter amperage draw)
6. Visual check of engine wiring (shorts, breaks)

7. Comments/ Notes
8. Test all safeties (if applicable)
 - a. Over speed
 - b. Low oil pressure
 - c. Low water temperature
 - d. Low fuel level
 - e. Over crank
 - f. High water temperature
 - g. Low water level
 - h. Emergency electronic overflow systems

General Condition

1. Engine room (ventilation, cleanliness)
2. Control positions (auto, off, breakers)
3. Check mounts
4. Check hour meter operation
5. Customer problems or questions
6. Check and date generator log
7. Service decal in place
8. Comments/ Notes

Generator

1. Check generator voltage
2. Check frequency (no load)
3. Check wiring (controls, breaker, regulator)
4. Visual check of stator and rotor
5. Visual check of brushes/rectifiers, regulator
6. Comments/ Notes

Transfer Switch

1. Check calibration of meters
2. Test transfer switch
3. Adjust timers to customer's needs
4. Run unit under customer load (contact department designee before testing)
5. Comments/Notes

Maintenance Service Shall Include:

1. All items listed under Annual Preventive Maintenance Program
2. Engine fuel filters changed
3. Engine oil and fuel filter changed
4. DCA filters changed (where applicable)
5. All Air Filters (where applicable)

EXHIBIT A-2

CITY OF NAPLES GENERATOR LIST											
UNIT	SITE LOCATION	SITE DESCRIPTION	GEN MAKE	GEN MODEL	GEN SERIAL #	ENGINE MAKE	ENGINE MODEL	ENGINE SER #	KW/PHASE/VOLTAGE	LOAD TEST REQUIRED	REMARKS
UTILITIES MAINTENANCE--POC--KEVIN SWINHER 239-213-4727											
UNIT	SITE LOCATION	SITE DESCRIPTION	GEN MAKE	GEN MODEL	GEN SERIAL #	ENGINE MAKE	ENGINE MODEL	ENGINE SER #	KW/PHASE/VOLTAGE	LOAD TEST REQUIRED	REMARKS
10	Fleischmann Park	Fleischmann Master Lift	Superior Marathon	75K161	5991259	Superior Perkins	18K7-1800	F367449	77.3 460		
24	4005 Gulfshore Blvd N.	Park Shore 2 Lift	Superior Marathon	431RSI-4005		Superior Perkins	1796-1800	AB35044	77.3 460		
34	6751 ST. & CENTRAL AVE	LS 34	KOHLER	50K02/501	39607D	John Deere	CP-6039	4039T15004	55.3 230		
38	2455 Lantim Lane	Hall/Mason Master	Superior Marathon	75K161	5971168	Superior Perkins	1796-1500	AB35049	77.3 230		
49	8th St. S. & Broad S.	Cove Master 1 Lift	ST. PEREOR	151R161	4981140	Cummins	6CTAR62	45313761	150.3 460		
56	525 Marlin Drive	Marlin Master Lift	Superior	100R161	10951116	John Deere	6050T1001	488301	100.3 460		
76	4000 14th St. North	Solana Master Lift	431 6206	431CSL6204		John Deere	6068HF285	PE6068160954	150.3 460		
79	1706 W. Forest Lakes Blvd	Forest Lakes Master	Superior Marathon	60R141		Superior Perkins	1506	1800	60.3 230		
380	380 Riverside Circle	Utilities Administration	LIMA	3170-0813	DK27482711	John Deere	6466AF-60	R66466A229761	150.3 120 240		
390	2279 Pincland Ave	Last Naples Tank	Caterpillar	LC7	G7A03091	Caterpillar	C18	EST01023	600.3 460		
391	2041 Lantim Lane	Port Road Tank booster	Cummins/Omn	HC5C		Cummins	NTA855-62	30365691	300.3 460		
392	1661 Durning Tree Dr	Solana Tank	Caterpillar	LC7	G7A03090	Cummins	C18	EST010322	600.3 460		
394	7300 Gossellette Rd EX	Coastal Ridge Well Gen	ST. PERIOR	151R161	4901139	CUMMINS	6CTAR3-G	45313473	150.3 277 480		
420	20th Avenue N.E.	G.G. Well 420	Cummins	50ZFD70222JN	SE-19-52254-528		NT855	30128276	350.3 277 480		
423	210 Everglades Blvd. N	O.G. Well 423	Cummins	NT855-G53	1.870952449	Cummins	NT855	30307713	250.3 277 480		
425	3870 24 th Ave. NE	O.G. Well 425	Cummins	125D80AB	3190009562	Cummins	QSB7-G3 NR3	73005321	125.3 277 480		
950-1	1450 4 th Ave. North	U.M. Portable 951314	Cummins			Cummins	6CT-8.3	44239127	135.3 230 460		
950-2	1450 4 th Ave. North	U.M. Portable 951196	Caterpillar	30A01542	6JA01007	Caterpillar	3208T	30A01542	150.3 240 480		AR-1W-7200
950-3	1450 4 th Ave. North	U.M. Portable-913654	ATLAS COPCO	QAS 108 JD		John Deere	6068T1275F	PE6068T618728	100.3 460		
950-4	1450 4 th Ave. North	U.M. Portable-913660	ATLAS COPCO	QAS 108 JD		John Deere	6068T1275F	PE6068T616641	100.3 460		
950-5	1450 4 th Ave. North	U.M. Portable-913656	ATLAS COPCO	QAS 108 JD		John Deere	6068T1275F	PE6068T618739	100.3 460		
950-6	1450 4 th Ave. North	U.M. Portable-913653	ATLAS COPCO	QAS 108 JD		John Deere	6068T1275F	PE6068T618730	100.3 460		
950-7	1450 4 th Ave. North	U.M. Portable-913657	ATLAS COPCO	QAS 108 JD		John Deere	6068T1275F	PE6068T618827	100.3 460		
950-8	1450 4 th Ave. North	U.M. Portable-913651	ATLAS COPCO	QAS 108 JD		John Deere	6068T1275F	PE6068T616621	100.3 460		
950-9	1450 4 th Ave. North	U.M. Portable-913655	ATLAS COPCO	QAS 108 JD		John Deere	6068T1275F	PE6068T631247	100.3 460		
STORMWATER--POC--DIN JAMES 239-213-5117											
92-1	9th St & Broad South	Cove Storm Pump #1	N.A.	N.A.	N.A.	Cummins	QSB-6.7	73020149			
92-2	9th St & Broad South	Cove Storm Pump #2	N.A.	N.A.	N.A.	Cummins	QSB-6.7	73029026			
92-3	9th St & Broad South	Cove Storm Pump #3	N.A.	N.A.	N.A.	Cummins	QSB-6.7	73029024			
94	9th St & Broad South	Cove Storm (Gen Backup)	Stamford	Builder (IDL60-3R)	5108130887705	Power Tech	5030HF285G	PE50301007557	60.3 277 480		
94	315 Gossellette Rd N.	Public Works Storm	Cummins/Omn	DETEL-479457	3100098456	Cummins	KT A19-G2	37192844	400.3 480		
370	370 Riverside Circle	Vehicle Maintenance Shop	Omn Techstar 556	5508KB-15R 29784X	0860829756	Chrysler	H225	E-589486	55.3 460		
395	735 8th Street South	City Hall	COMMUNITY SERVICES--POC--JOE BOSCAGLIA 239-213-7134	D180R24	701629-1004	John Deere	6081	6081A1001	180.3 480		ATS SERIAL # 2690MRI ASCO 300
DEVELOPMENTAL SERVICES--POC--JENNIFER FRITCHEV/JOE BERKO 239-213-5041											
598	205 Riverside Circle	Development Services	Caterpillar	SR411	8E102977	Caterpillar	3406	4106692	250.3 208		
FIRE DEPARTMENT--POC--PETE DEMARIA 239-213-4908											
592	735 8th Street South	Fire Station #1	431 6206	431CSL6204		John Deere	BGT 5.9	45089459	150.3 480		
599	1012 20th Ave N.	Fire Station #2	SK9120-	35360200		FORD	WSG1068	05V54019	130.3 120 240		
POLICE DEPARTMENT--POC--JAMES INGRAHAM 239-213-8091											
596	355 Riverside Circle	Police & Emergenc Serv	Caterpillar	3406D1	2W1805249	Caterpillar	3406H	2W1805249	300.3 240		Located in bicycle compound
597	355 Riverside Circle	Police & Emergenc Serv	Caterpillar	3306		Caterpillar	3306	9S301245	250.3 208		located 2 nd Floor Admin
WATER TREATMENT PLANT--POC--BOBB REEDER 239-213-3004											
600	1000 Fleischmann Blvd	Well # 301A	N.A.	N.A.	N.A.	Ford	COTB-6006-G	10742113-K9			
625	1000 Fleischmann Blvd	#8 H/S Pump	N.A.	N.A.	N.A.	Caterpillar	3306	66D9907	N.A.		
626	1000 Fleischmann Blvd	#12 H/S Pump	N.A.	N.A.	N.A.	Cummins	NT855P	47392	N.A.		
635	1000 Fleischmann Blvd	Plant MCC3	Marathon	6821DR8074GG-P919W	3338966-01	Cummins	KTA38	33111825	750.3 277 480		
636	1000 Fleischmann Blvd	Plant MCC5	Marathon	6821DR8074GG-P919W	3338966-02	Cummins	KTA38	33111826	750.3 277 480		
637	1000 Fleischmann Blvd	Lighting	Luna Codes	3166-0906	81787230	John Deere	316-4101	580504T	23.3 277 480		
WASTE WATER TREATMENT PLANT--POC--KEN KEMLAG 239-213-4751-4732											
846	1400 3rd Ave. North	Wastewater Plant (New)	Cummins/Omn	1500DFNB	396619638	Cummins	KTA50-G2	33135289 75908	1500.3 480		
848	1400 3rd Ave. North	Wastewater Plant (Old)	Newpage LTD	SC734H	8562-3	Cummins	KTA50-G2	33134279 75808-1	1120.3 480		

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 follows in EXHIBIT B-1.

EXHIBIT B-1

TAW Power Systems

BID SCHEDULE

Columns

A	B	C	D	E	F	G	H
Generator	Semi-Annual Service Request	Annual Service Requested	SUB TOTAL Annual Service PLUS (+) Semi-Annual Service Add Columns B & C	Quarterly Service Requested	SUB TOTAL Quarterly Service X "2" Multiply Column E by "2"	Unit Cost for Load Bank Testing Including "Resistance/Reactance Load Bank"	TOTAL COST Add Columns D, F, & G
10	\$ 100.00	\$ 455.00	\$ 555.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,255.00
24	\$ 100.00	\$ 455.00	\$ 555.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,255.00
34	\$ 100.00	\$ 455.00	\$ 555.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,255.00
38	\$ 100.00	\$ 455.00	\$ 555.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,255.00
49	\$ 100.00	\$ 455.00	\$ 555.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,255.00
56	\$ 100.00	\$ 455.00	\$ 555.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,255.00
76	\$ 100.00	\$ 455.00	\$ 555.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,255.00
79	\$ 100.00	\$ 455.00	\$ 555.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,255.00
380	\$ 100.00	\$ 455.00	\$ 555.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,255.00
390	\$ 100.00	\$ 468.00	\$ 568.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,268.00
391	\$ 100.00	\$ 468.00	\$ 568.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,268.00
392	\$ 100.00	\$ 468.00	\$ 568.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,268.00
394	\$ 100.00	\$ 455.00	\$ 555.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,255.00
420	\$ 100.00	\$ 468.00	\$ 568.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,268.00
423	\$ 100.00	\$ 468.00	\$ 568.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,268.00
425	\$ 100.00	\$ 468.00	\$ 568.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,268.00

EXHIBIT B-1

Generator Unit #	Semi-Annual Service Request	Annual Service Requested	SUB TOTAL Annual Service PLUS (+) Semi- Annual Service Add Columns B & C	Quarterly Service Requested	SUB TOTAL Quarterly Service X "2" Multiply Column E by "2"	Unit Cost for Load Bank Testing Including "Resistance/Reac- tance Load Bank"	TOTAL COST Add Columns D, F, & G
950-2	\$ 100.00	\$ 455.00	\$ 555.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,255.00
950-3	\$ 100.00	\$ 455.00	\$ 555.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,255.00
950-4	\$ 100.00	\$ 455.00	\$ 555.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,255.00
950-5	\$ 100.00	\$ 455.00	\$ 555.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,255.00
950-6	\$ 100.00	\$ 455.00	\$ 555.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,255.00
950-7	\$ 100.00	\$ 455.00	\$ 555.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,255.00
950-8	\$ 100.00	\$ 455.00	\$ 555.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,255.00
950-9	\$ 100.00	\$ 455.00	\$ 555.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,255.00
92-1	\$ 100.00	\$ 455.00	\$ 555.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,255.00
92-2	\$ 100.00	\$ 455.00	\$ 555.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,255.00
92-3	\$ 100.00	\$ 455.00	\$ 555.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,255.00
92-4	\$ 100.00	\$ 455.00	\$ 555.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,255.00
94	\$ 100.00	\$ 468.00	\$ 568.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,268.00
370	\$ 100.00	\$ 455.00	\$ 555.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,255.00
595	\$ 100.00	\$ 455.00	\$ 555.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,255.00
598	\$ 100.00	\$ 468.00	\$ 568.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,268.00
592	\$ 100.00	\$ 455.00	\$ 555.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,255.00
599	\$ 100.00	\$ 455.00	\$ 555.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,255.00
596	\$ 100.00	\$ 468.00	\$ 568.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,268.00
597	\$ 100.00	\$ 455.00	\$ 555.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,255.00
600	\$ 100.00	\$ 455.00	\$ 555.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,255.00
625	\$ 100.00	\$ 507.00	\$ 607.00	\$ 100.00	\$ 200.00	\$ 600.00	\$ 1,407.00

EXHIBIT B-1

Generator Unit #	Semi-Annual Service Request	Annual Service Requested	SUB TOTAL Annual Service PLUS (+) Semi- Annual Service Add Columns B & C	Quarterly Service Requested	SUB TOTAL Quarterly Service X "2" Multiply Column E by "2"	Unit Cost for Load Bank Testing Including "Resistance/Reac tance Load Bank"	TOTAL COST Add Columns D, F, & G
635	\$ 100.00	\$ 507.00	\$ 607.00	\$ 100.00	\$ 200.00	\$ 600.00	\$ 1,407.00
636	\$ 100.00	\$ 455.00	\$ 555.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,255.00
637	\$ 100.00	\$ 455.00	\$ 555.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,255.00
846	\$ 100.00	\$ 800.00	\$ 900.00	\$ 100.00	\$ 200.00	\$ 1,500.00	\$ 2,600.00
848	\$ 100.00	\$ 800.00	\$ 900.00	\$ 100.00	\$ 200.00	\$ 1,500.00	\$ 2,600.00
TOTALS	\$ 4,300.00	\$ 20,476.00	\$ 24,776.00	\$ 4,300.00	\$ 8,600.00	\$ 23,700.00	\$ 57,076.00

Crossfoot

Specific Load Bank Testing Costs: \$ 7,600.00

Cells highlighted in yellow

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 Treasurer of the **TAW Power Systems, 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 26 day of November, 2012.

By: 

ACKNOWLEDGMENT

STATE OF Florida

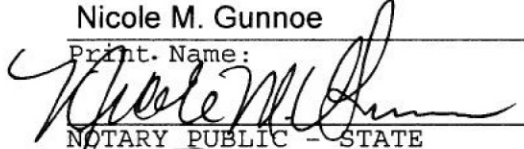
COUNTY OF Hillsborough

SWORN TO AND SUBSCRIBED before me this 26th day of November, 2012.

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

Nicole M. Gunnoe

Print Name: _____



NOTARY PUBLIC - STATE

OF Florida

Commission Number: EE 200604

My Commission Expires: 16

(Notary Seal)

