CITY OF NAPLES, FLORIDA

AGREEMENT (PROFESSIONAL SERVICES)

Bid/Proposal No. 017-13

Contract No. $\sqrt{3} - 000/3$

Project Name Water Treatment Plant Vacuum Filter Replacement Project

THIS AGREEMENT (the "Agreement") is made and entered into this 20th day of February 2013, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and Hinterland Group, Inc. 5401 Haverhill Road, Unit 114, West Palm Beach, FL 33407, a Florida corporation, (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 the replacement of vacuum filter and associated 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, substantially, within two hundred forty (240) days and finally complete within two hundred seventy (270) days after the date when Contract Times commence to run. 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 \$763,510.00 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:

Hinterland Group, Inc 5401 Haverhill Road, Unit 114 West Palm Beach, FL 33407 Attention: **Daniel Duke III**, 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.

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.

By: Patricia L. Rambosk, City Clerk Approved as to form and legal sufficiency:	CITY: CITY OF NAPLES, FLORIDA, A Municipal Corporation By: A. William Moss, City Manager			
By: Robert D. Pritt, City Attorney				
	HINTERLAND GROUP, INC.			
	A Florida Corporation [or other entity]			
Witness	By: Resident			
	(CORPORATE SEAL)			

General Contract (not Architects/Engineers)

EXHIBIT B BID PACKAGE / SCHEDULE

I.

Bidder submits the following prices to perform all the work as required by the Drawings and Specifications for the construction of the City of Naples, WATER TREATMENT PLANT VACUUM FILTER REPLACEMENT Project:

No.	Description	Unit	Quantity	Unit Price	Total
	BASEBID				1 1 2 2 2 2
1	Mobilization/Demobilization	LS	1	55, con co	35000
2	General Requirements	LS	1	32.144.00	32, KH 00
3	Vacuum Filter System Replacement	LS	1 /	656366 C	
4	City Controlled Contingency	LS	1	\$40,000.00	\$40,000.00
	BASE BID TOTAL	763,90,00			
	ALTERNATE				
1 ALT	Mobilization/Demobilization	LS	1	75,000.00	35 occasió
2 ALT	General Requirements	LS	1	ED 144 =0	32.144,∞
3 ALT	SS Vacuum Filter System Replacement	LS	1	77450	0745
4 ALT	City Controlled Contingency	LS	1	\$40,000.00	\$40,000,00
	ALTERNATE BID TOTAL		-	731,716	

- 1. Price for Mobilization/Demobilization shall include all cost for preparatory work and operations in mobilizing and demobilizing for beginning/ending work, including movement of personnel, equipment, supplies and incidentals to/from the project site, and any other pre and/or post construction expense necessary for the work.
- 2. Price for General Requirements shall include all costs for insurance requirements, administrative costs, permitting (less City permitting fees), field engineering, construction schedules, construction photographs, shop drawings, temporary facilities, safety, and first aid supplies, sanitary and other facilities (as required by specifications), and all other related items as required to complete the proposed work, per the Drawings, Specifications, and City of Naples requirements.
- 3. Price for Vacuum Filter System Replacement shall include all costs for furnishing and installing a complete and operable system consisting of two skid mounted vacuum pumps, two skid mounted drum filters, and associated electrical control panels and shall include demolish, removal, and disposal, of existing appurtenances as required per the Drawings, Specifications, and City of Naples requirements. The work includes replacement of doors, door hardware, all piping within building foot print, all piping attached to building, all piping within 5 feet of building foot print, all valves within 5 feet of building foot print,
- 1 ALT. Price for <u>Mobilization/Demobilization</u> shall include all cost for preparatory work and operations in mobilizing and demobilizing for beginning/ending work, including movement of personnel, equipment, supplies and incidentals to/from the project site, and any other pre and/or post construction expense necessary for the work.

Materials

- A. All Structural steel shall conform to "Standard Specifications for Structural Steel for Bridges and Building," Designation A-7 or A-36, of the American Society for Testing Materials, as amended to date.
- B. All iron castings shall be gray iron, meeting ASTM Specifications A48 Class 40 and shall have a minimum tensile strength of 40,000 psi.
- C. Welding shall conform to the latest standards of American Welding Society.
- D. Type 304 stainless steel anchor bolts shall be furnished for attaching the mechanism parts to the concrete.

Vacuum Filters

- A. The CONTRACTOR shall furnish and install the vacuum filters in the accordance with the details shown on the Drawings. The vacuum filter shall be of continuous cloth medium type having a drum diameter of 6 feet 0 inches, a face length of 8 feet 0 inches and a filter drum area off 150 square feet. The filter tank will be constructed of 3/16-inch steel plate with heavy duty external supporting frame of welded construction. The tank will be provided with trunnion stuffing boxes for operation at 55 to 60 percent circumferential drum submergence.
- B. The filter drum deck will be 3/16-inch steel plate protected from corrosion by a coating applied to sandblasted surfaces. Drum heads will be 3/16-inch steel plate and will employ steel gussets with steel head flanges. The entire drum loading will be carried by trunnions through the drum heads without deflection. Two (2) manholes, one for each head, with gasketed steel cover will be provided for access to the drum interior.
- C. The drum deck will be furnished with polypropylene drainage grids of the snap-in type. The channels of the drainage grid will ensure rapid drainage of filtrate.
- D. The Drum deck will be divided into 14 or more sections by stainless steel division strips and end rings, designed to ensure that each section is sealed from the adjoining section.
- E. Drum piping will be sized so that the total pressure drop across any section will not exceed 2 inch Hg at any time. All internal piping will be 1-1/4-inch schedule 40 steel pipe, welded construction.
- F. Drum trunnions will be of steel or close-grained gray cast iron. The trunnion bearings will be of the cast iron journal type with the drive end bearing cast integrally with the drive Housing. The Drum worm gearing and drive gearing will be enclosed in cast iron oil-tight housing and will operate in an oil bath. Oil level and drainage plugs will be included in the casting.
- G. The filter will have one cast iron filter Hy-flow valve assembly located on the non-drive end of the filter. Cast iron valve with thermoplastic wear plate, valve support assembly, two (2) multiplex connectors and two (2) vacuum gauges.
- H. Filter drive unit will be variable-speed motor drive direct-connected. The filter drum is driven by an adjustable frequency drive system with a Eurodrive reducer. A 5 HP AC variable frequency drive is connected to the drum with speed control at the control panel. The drive end trunnion bearing is integral with the drive housing and provided with replaceable Micarta liners for the 12 inch diameter drum trunnion.
- I. The filter tank will be equipped with an agitator with steel angle rake frame. Angel rake blades shall be welded to the agitator frame parallel to the drum surface and spaced to the overlap the travel of the adjacent blade. The agitator frame and rakes shall be coated. The agitator shall be driven through a crank arm assembly mounted within the tank and frame. The crank shaft shall be driven by 1.5 (minimum) hp variable speed assembly. The agitator will normally operate between 6 and 18 cycles

- per minute. Crank arm bearings will be of the self-aligning, anti-friction type. The agitator crank arm assembly shall be totally enclosed by metal guards.
- J. The discharge assembly shall be of multiple roll type having not less than three (3) rolls to provide for belt removal, aligning and return to filter drum. Rolls shall be type 304 stainless steel.
- K. All rolls shall operate in anti-friction bearings. The belt take-up devise shall be fully protected from splash, with scale to indicate a travel of 12 inches (minimum). A 304 stainless steel de-mooning bar shall be provided. Filter cloth alignment will be maintained by a special belt guidance system.
- L. A steel was through shall be provided to span the full distance between the belt discharge mechanism end frames. One (1) 4-inch flange connection will be provided at the bottom of the wash trough for drainage. Not less than three (3) wash pipes with spray nozzles to give complete washing to both sides of the belt after the cake discharge shall be provided. The wash trough interior, wash baffle and end frames shall be coated.
- M. A 6 inch drain shall be provided for the filter vat.

Filter Belts

A. The vacuum filter shall be furnished with three (3) synthetic belts of the size suitable for the filter. One initial belt, manufactured of a cloth materials suitable for the application, based on the experience in dewatering the particular sludge being handled, shall be selected by the filter MANUFACTURER, shipped with the filter equipment, and used in initial operation. The 2 spare belts shall be selected, and approved by the ENGINEER, on the basis of the operation of the initial belt. Filter Leaf tests shall be performed, if required, for filter belt optimization and vacuum filter performance. The second filter belt material shall be selected and belt shipped to the plan sit within sixty (60) days of start-up of the vacuum filter.

Combination Vacuum Receiver and Filtrate Pump

- A. The Vacuum receiver will be 36 inch diameter x 72 inches long x 3/16-inch mild steel plate with dished heads having a 6-inch flanged side outlet connection at the top, one 6-inch flanged inlet side connection, and a 1-inch drain screwed connection. The receiver will be designed to operate a 28-inch Hg vacuum.
- B. There will be furnished cast iron centrifugal filtrate pump with 10 hp, 1750 RPM motor. The pump will be capable of operating continuously with a suction head to 20 inches Hg Without air locking and delivering 300 GPM at 50 feet total head. A filtrate sampling cock will be furnished on the pump discharge.
- C. Provide all necessary seal water line and solenoid valve fittings, interconnecting piping and connections for this installation.

Vacuum Pump

- A. The vacuum pump will be rotary wet type of cast iron construction or fabricated 316SS steel, driven through guarded V-belts by a 100 hp (minimum) motor including a Burgess-Manning type WSD Water Separator Snubber with the side inlet. Pump furnished with water control valve suitable for required seal water at a rate of 25 GPM.
- B. The pump will be a Nash CL-1502 designed to deliver 1500 cfm (minimum) at 20 inches Hg and 730 RPM.
- C. The above items will be assembled with interconnecting piping and mounted on a common steel fabricated base frame. The base width shall not exceed the door opening.

Lime Sludge Dewatering Control Panel (SDCP)

- A. Furnish and install the following control panel as hereinafter specified and as shown on the Drawings.
 - 1. Sludge Dewatering (Vacuum Filter) Control Panel.

- B. All control components shall be factory installed and wired. It shall be the responsibility of the Vacuum Filter MANUFACTURER to obtain and install all components furnished under other sections of Division 11 to be mounted in this control panel.
- C. Sludge Dewatering (Vacuum Filter) Control Panel Operation:
 - The Sludge Dewatering Control Panel shall be used to initiate transfer of sludge by the vacuum feed pumps to the respective vacuum filters. The panel shall be located on the second floor of the Vacuum Filter Building as shown on the Drawings.
 - Determination of which Vacuum Filter Feed Pump shall feed which Vacuum Filter will be by manual setting of valves and by H-O-A selector switches mounted locally at each Vacuum Filter Feed Pump.
 - 3. The following devices shall be monitored on the Sludge Dewatering Control Panel face:
 - a. Vacuum Filter Feed Pump Status (total of 2 pumps).
 - b. Vacuum Filter Feed Pump-Low Suction/High Discharge-Pressure Alarm (general).
 - c. Thickener Rake Drive Torque (0-100%). Torque indicating meter shall be furnished and calibrated by the Gravity Sludge Thickening Equipment supplier and mounted in the SDCP.
 - d. Sludge Thickener Race Drive Status.
 - e. Sludge Thickener Race Drive Torque Overload Alarm.
 - f. Status for Each Vacuum Filter Unit Motor:
 - 1) Agitator Drive
 - 2) Drum Drive
 - 3) Vacuum Pump
 - 4) Filtrate Receiver Pump
 - g. Elapse time meters for each Vacuum Filter Feed Pump.
 - 4. The following control devices shall be mounted on the Sludge Dewatering Control Panel face for each thickener Unit, Vacuum Filter, and Vacuum Filter Feed Pumps:
 - a. Thickener Rake Drive (ON-OFF)
 - b. Vacuum Filter Feed Pump (ON-OFF)
 - c. Vacuum Filter Feed Pump Speed (INCREASE-DECREASE)
 - d. Speed indicating meter (0-100%) shall be furnished and calibrated by the Vacuum Filter Feed Pump supplier and mount in the SDCP.
 - e. Vacuum Filter Unit Hand-Off-Remote (HOR) for:
 - 1) Agitator Drive
 - 2) Drum Drive
 - 3) Vacuum Pump
 - 4) Filtrate Receiver Pump

Construction

A. Structure:

- The control panel shall be a standard metal-enclosed dead front structure, fabricated from formed sheet steel (304 stainless or aluminum Series 5000 or 6000) of not less than No. 14 gauge thickness. The enclosures shall be NEMA 12 and not more than 60 inches wide x 90 inches high.
- The panel shall be provided with a hinged door of pan construction on the front. The door opening shall be of sufficient size to permit ready removal or maintenance of any of the equipment in the compartment. The hinge shall be continuous, heavy duty piano hinges.

- 3. The control panel shall have engraved laminated nameplates screwed to the door of each panel. A nameplate identifying the panel shall be mounted to the door which identifies the panel. All controls and status components mounted on the face of the panel shall have suitable nameplates clearly indicating the function of each device.
- 4. Dimensions indicated on Drawings are approximately only.
- 5. The panel shall have intermediate vertical supporting members to which the other steel panels shall be fastened.
- 6. The panel shall have individual current limiting fuse-protection.
- 7. All wiring within the panel shall be grouped together by harnesses and secured to the structure. All wiring shall terminate in a master terminal board, rigid type and numbered. The master terminal board shall have a minimum of 25 percent spares. Wiring within the panel shall be as specified in applicable sections of Division 16. Every wire shall be identified on each end and both wire and terminal designations shall be shown on all Drawings.
- 8. Control Stations, indicating lights, time delay relays, motor starters, process timers and repeat cycle timers shall be as specified in Division 16.
- The enclosure shall have a removable equipment mounting panel on which all equipment shall be mounted.

Painting

- A. All submerged mild steel shall be coated by either sandblasting to 5 SPC SPC 20, primed with 4 mils of Tnemec 20-1211 Pota-pox primer finished with 6 mils of Tnemec 20-2000 Pota-Pox epoxy-polyamide or two coats (12 dry mils) of an epoxy-phenolic coating, suitable for potable water service.
- B. The vacuum filter and accessories shall receive before shipment a shop coat of primer compatible with the finish paint as per MANUFACTURER's recommendations.
- C. Field painting is specified under Painting.

Inspection and Testing

- A. There shall be furnished the services of the MANUFACTURER's field representative to inspect the CONTRACTOR's installation and put the dewatering equipment into operation. These services shall begin with the initial mechanical check-out of the equipment, including making necessary adjustments. The representative shall supervise belt installation and alignment, and then when sludge is available shall put the dewatering equipment into operation.
- B. A minimum of five (5) days shall be furnished to satisfy the above requirements, based on a total of two (2) trips to the plant site.

END OF SECTION

Section 2

Rotary Vacuum Drum Filter with Belt Discharge

0.1 GENERAL

A. Scope:

Supply two (2) replacement rotary drum filters with belt discharge mechanisms. The intent of this spec is to give verbal description of the vacuum filter equipment detailing design standards and minimum requirements for equipment supply.

B. Supplier:

The filters equipment specified in this section shall be WesTech Model FVR14 Drum Belt Vacuum Filter or approved equal. Substitute equipment must be modified as necessary to provide the specified features and to meet the specified operating conditions or design standards of this specification. The drum belt vacuum filter(s) shall be specifically designed, constructed, and installed for lime softening sludge dewatering.

C. Design Criteria:

Location: City of Naples WTP

Service/Use: Lime softening sludge dewatering

Operating hours per day: 6-8 hrs / day

Cake moisture (%): 20% to 40% by weight.

Each filter will be a mirror image of the other to match up to existing building arrangements and the interconnecting piping and existing utilities.

D. Design Details of the filter

All components of the drum that contact the process, will be fabricated out of epoxy coated carbon steel for the Base Bid and 304L SS for the Alternate Bid. Components of the filter that do not contact the process, can be epoxy coated carbon steel for the Base Bid. Components of the filter that do not contact the process, shall be 304L SS for the Alternate Bid. Additional components of the filter will be 316L, HDPE, HDPP, and gaskets will be neoprene.

Filter drum:

Diameter: 6'-0"

Length: 8'-0"

Area: 150 ft²

Number of sectors: 12

The filter drum heads and shell will be fabricated with a minimum of 3/16" epoxy coated carbon steel plate for the Base Bid and 304L SS plate for the Alternate Bid and internal supports. The drum will have a minimum three (3) lead, and two (2) trail internal pipes per sector on the drum. The internal piping will be 1-1/2" diameter and will be schedule 40, carbon steel (304L stainless steel as an alternate).

The drum will have division strips with a full-length weld to assure positive separation of each sector. 13/16" deep, injection molded polypropylene grids will be installed under the wings of the division strips to support the filter cloth. Each head of the drum will have a man-way. Each man-way will be installed 180 degrees from each other so the drum will be balanced. The man-way will be gasket with neoprene.

Drum drive:

The drum drive will come complete with a shaft mounted SEW gear reducer with a turndown ratio of 795:1. Drum Speed will be controlled by a Toshiba or Allen Bradley VFD

Minimum speed (rpm): 0.125

END OF SECTION

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.

SCHEDULE OF VALUES

Approval of Schedule: Submit for approval a preliminary schedule of values, in duplicate, for all of the Work. Prepare preliminary schedule in accordance with the Supplemental Terms and Conditions. Submit preliminary schedule of values within 10 calendar days after the Effective Date of the Agreement. Submit final schedule of values in accordance with the Supplemental Terms and Conditions.

Format: Identify each line item with number and title of the major specification items. Identify site mobilization, bonds and insurance. Include within each line item, a direct proportional amount of CONTRACTOR's overhead profit.

Revisions: With each Application for Payment, revise schedule to list approved Change Orders.

PRODUCTS

Not Used

EXECUTION

MEASUREMENT AND PAYMENT

Make payment on the basis of work actually performed completing each item in the Bid, such work including, but not limited to, the furnishing of all necessary labor, materials, equipment, transportation, cleanup, and all other appurtenances to complete the construction and installation of the work to the configuration and extent as shown on the drawings and described in the specifications. Payment for each item includes compensation for cleanup and restorations. Cost of cleanup and surface restorations (including pavement replacement) will be considered as the percentage retained in accordance with the Contract Documents, and complete payment will not be made until cleanup, restorations and as-builts are completed.

Mobilization/Demobilization: Payment for Mobilization/Demobilization shall include all cost for preparatory work and operations in mobilizing and demobilizing for beginning/ending work, including movement of personnel, equipment, supplies and incidentals to/from the project site, and any other pre and/or post construction expense necessary for the work.

General Requirements: Payment for General Requirements shall include all costs for insurance requirements, administrative costs, permitting (less City permitting fees), field engineering, construction schedules, construction photographs, shop drawings, temporary facilities, safety, and first aid supplies, sanitary and other facilities (as required by specifications), and all other related items as required to complete the proposed work, per the Drawings, Specifications, and City of Naples requirements.

<u>Vacuum Filter System Replacement</u>: Payment for Vacuum Filter System Replacement shall include all costs for furnishing and installing a complete and operable system consisting of two skid mounted vacuum pumps, two skid mounted drum filters, and associated electrical control panels and shall include demolish, removal, and disposal, of existing appurtenances as required per the Drawings, Specifications, and City of Naples requirements. The work includes replacement of doors, door hardware, all piping within building foot print, all

- piping attached to building, all piping within 5 feet of building foot print, all valves within building foot print, all valves within 5 feet of building foot print.
- 1ALT <u>Mobilization/Demobilization</u>: Payment for Mobilization/Demobilization shall include all cost for preparatory work and operations in mobilizing and demobilizing for beginning/ending work, including movement of personnel, equipment, supplies and incidentals to/from the project site, and any other pre and/or post construction expense necessary for the work.
- 2ALT General Requirements: Payment for General Requirements shall include all costs for insurance requirements, administrative costs, permitting (less City permitting fees), field engineering, construction schedules, construction photographs, shop drawings, temporary facilities, safety, and first aid supplies, sanitary and other facilities (as required by specifications), and all other related items as required to complete the proposed work, per the Drawings, Specifications, and City of Naples requirements.
- 3ALT SS Vacuum Filter System Replacement: Payment for SS Vacuum Filter System Replacement shall include all costs for furnishing and installing a complete and operable system consisting of two skid mounted vacuum pumps, two skid mounted stainless steel drum filters, and associated electrical control panels and shall include demolish, removal, and disposal, of existing appurtenances as required per the Drawings, Specifications, and City of Naples requirements. The work includes replacement of doors, door hardware, all piping within building foot print, all piping attached to building, all piping within 5 feet of building foot print, all valves within 5 feet of building foot print.
- B. Prior to submitting first monthly Application for Payment, CONTRACTOR shall submit to Engineer, for review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the Engineer, this schedule of values shall be used as the basis for the CONTRACTOR's monthly Applications for Payment.
- C. Prior to submitting first monthly Application for Payment, Contractor shall submit to the CITY a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.
- D. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the CITY in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the CITY has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the CITY's interest therein, all of which shall be subject to the CITY's satisfaction.
 - CONTRACTOR shall submit six (6) copies of its monthly Application for Payment to the Engineer on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the

next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Engineer shall either:

- 1. Indicate his approval of the requested payment;
- 2. Indicate his approval of only a portion of the requested payment, stating in writing his reasons therefore; or
- 3. Return the Application for Payment to the CONTRACTOR indicating, in writing, the reason for refusing to approve payment.

In the event of a total denial and return of the Application for Payment by the Engineer, the CONTRACTOR may make the necessary corrections and resubmit the Application for Payment. The CITY shall, within thirty (30) calendar days after the Engineer's approval of an Application for Payment, pay the CONTRACTOR the amounts so approved. Provided, however, in no event shall the CITY be obligated to pay any amount greater than that portion of the Application for Payment approved by the Engineer.

- F. The CITY shall retain ten (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the Engineer for payment, whichever is less. Such sum shall be accumulated and not released to the CONTRACTOR until final payment is due.
- G. Monthly payments to CONTRACTOR shall in no way imply approval or acceptance of CONTRACTOR's work.
- H. CONTRACTOR agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, CONTRACTOR shall prepare and submit for the Engineers review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by the CITY to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to CONTRACTOR as set forth in the approved Project Funding Schedule.

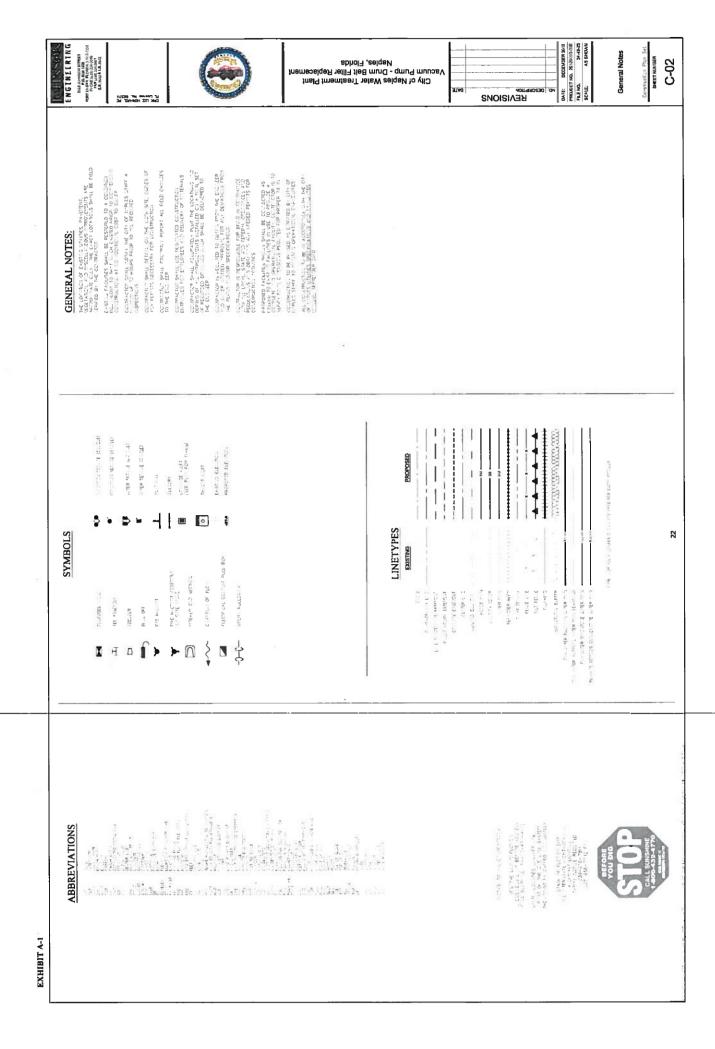
3.2 PAYMENTS WITHHELD

- A. The Engineer may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Engineer may nullify the whole or any part of any approval for payment previously issued and the CITY may withhold any agreement between the CITY and CONTRACTOR, to such an extent as may be necessary in the CITY's opinion to protect it from loss because of:
 - 1. Defective Work not remedied;
 - Third party claims filed or reasonable evidence indicating probable filing of such claims
 - Failure of CONTRACTOR to make payment properly to subcontractors or for labor, materials or equipment;

- 4. Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;
- 5. Reasonable indication that the Work will not be completed within the Contract Time;
- 6. Unsatisfactory prosecution of the Work by the CONTRACTOR; or
- Any other material breach of the Contract Documents.
- B. If these conditions in Subsection 5.1 are not remedied or removed, the CITY may, after three (3) days written notice, rectify the same at CONTRACTOR's expense. The City also may offset against any sums due CONTRACTOR the amount of any liquidated or unliquidated obligations of CONTRACTOR whether relating to or arising out of this Agreement or any other agreement between CONTRACTOR and the Engineer.

3.3 FINAL PAYMENT

- A. The CITY shall make final payment to CONTRACTOR within thirty (30) calendar days after the Work is finally inspected and accepted by both the CITY and the Engineer in accordance with Section 20.1 herein provided that CONTRACTOR first, and as an explicit condition precedent to the accrual of CONTRACTOR's right to final payment, shall have furnished the CITY with any and all documentation that may be required by the Contract Documents and the CITY.
- B. CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims by CONTRACTOR against the CITY arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by CONTRACTOR as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the CITY shall be deemed to be a waiver of the CITY's right to enforce any obligations of CONTRACTOR hereunder or to the recovery of damages for defective Work not discovered by the Engineer at the time of final inspection.



CONSTRUCTION PLANS

ATTACHMENT

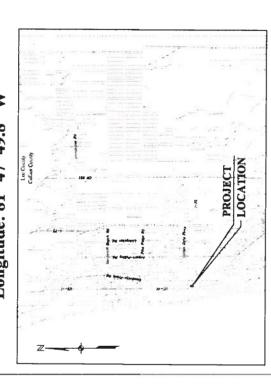
FOR

VACUUM PUMP - DRUM BELT FILTER REPLACEMENT CITY OF NAPLES WATER TREATMENT PLANT

SECTION 34, TOWNSHIP 49 S., RANGE 25 E.

Collier County, Florida

Longitude: 81° 47' 49.8" W Latitude: 26° 10' 0.2" N



Jrum Filter General Arrangement - R.11./L.11

M-01 - M-02 M-03 M-04 M-05 - M-06 E-01 E-02 - E-04

Drum Filter Piping & Instrumentation 1

details provided by WesTech, Inc

Ist & 2nd Floor Equipment Layoul

Elevation Views

Vacuum Filter Building Aerial/Location Map

INDEX OF PLANS

lectrical Schematic Vacuum Pump Skid

lectrical Panel Blower Skid

Sectrical Panel Vacuum Skid Pump

Sectrical Schematic Drum Filter

Electrical Panel Drum Filler

acuum Filter Building Exterior Building

acuum Filter Building Floor Plans

978 Record Drawings from City

dechanical First & Second Floor Plan acuum Filter Building Facility Plan acuum Filter Building Process Plan

Aechanical Section & Details

RA-7 RA-8 RE-15 RE-16 RM-17 RM-18 RS-24 RS-25 RS-26 RS-26 RS-26 RS-26 RS-26 RS-26

tructural Plans, Sections & Details

Structural Sections & Details Structural Plan & Sections

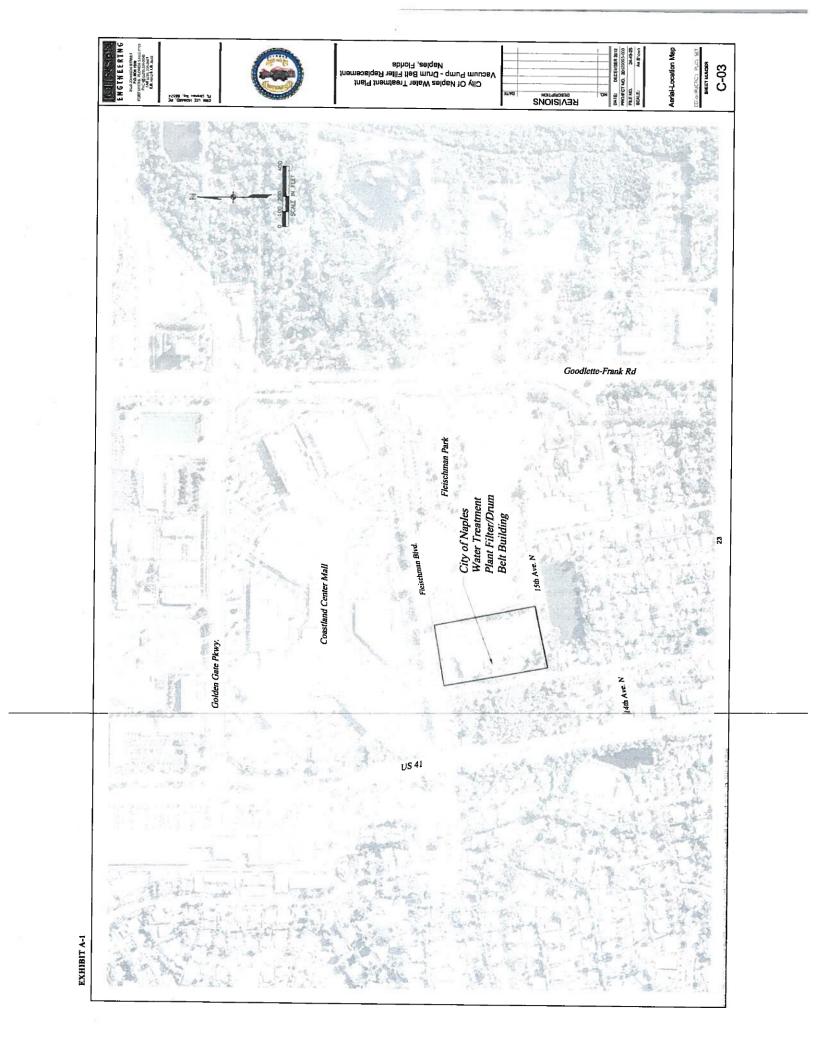


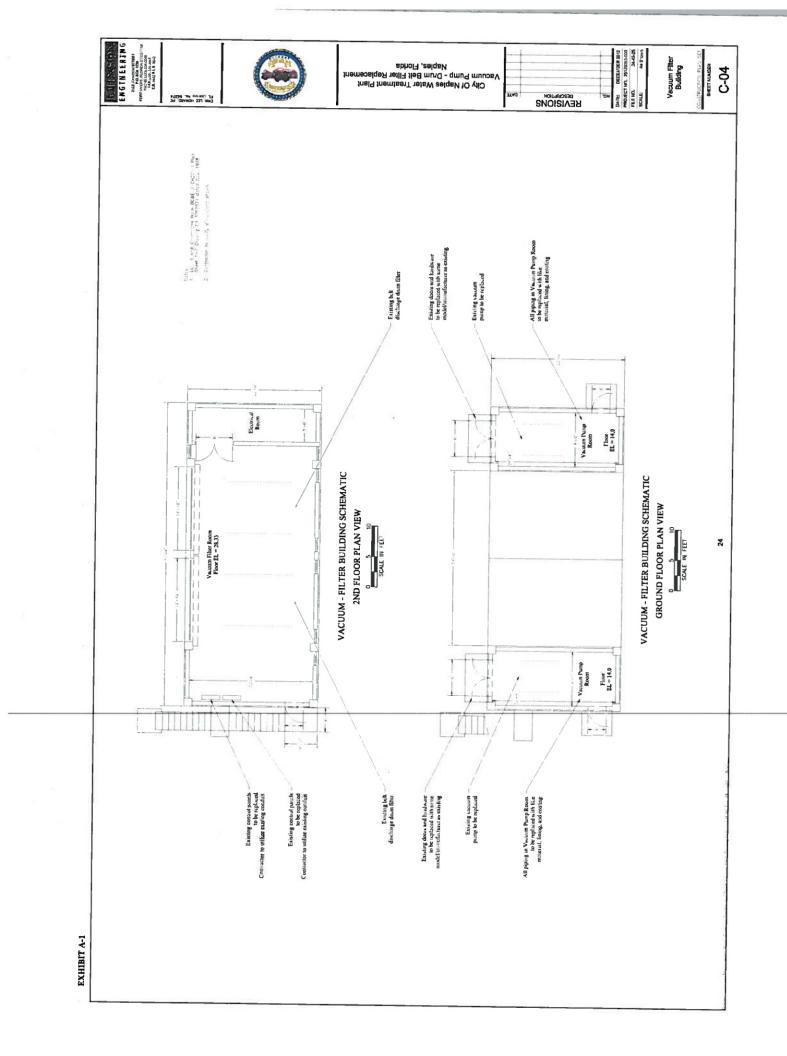
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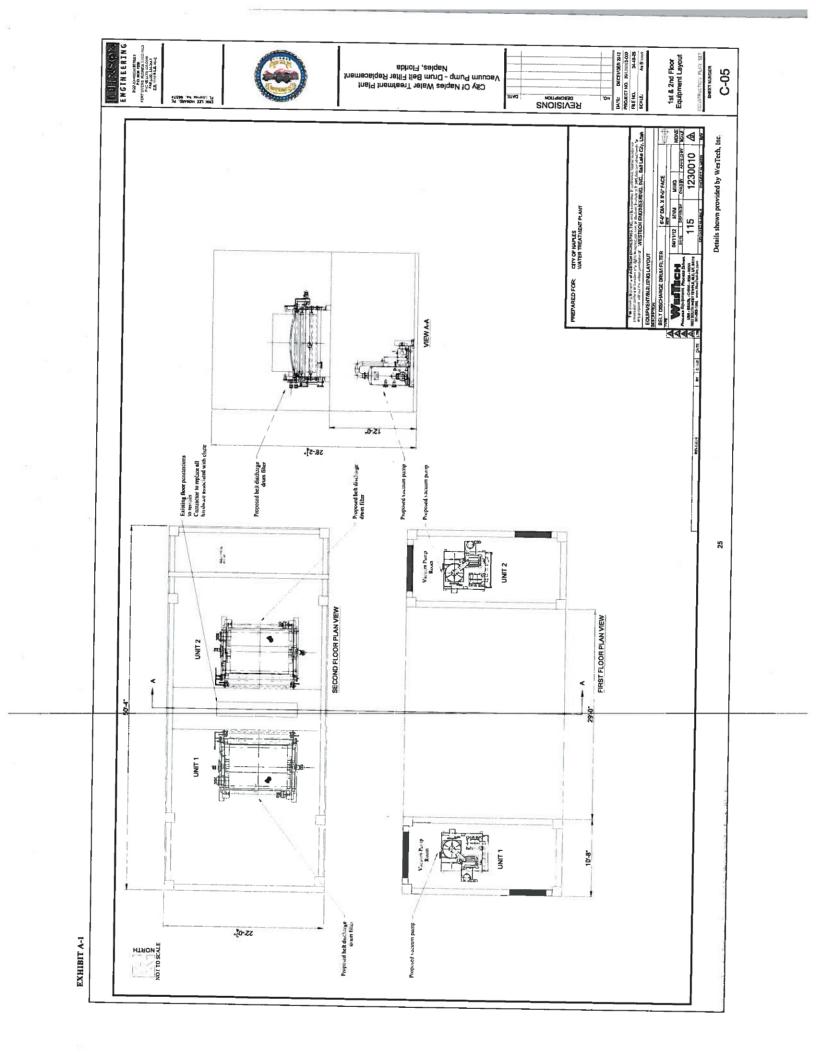
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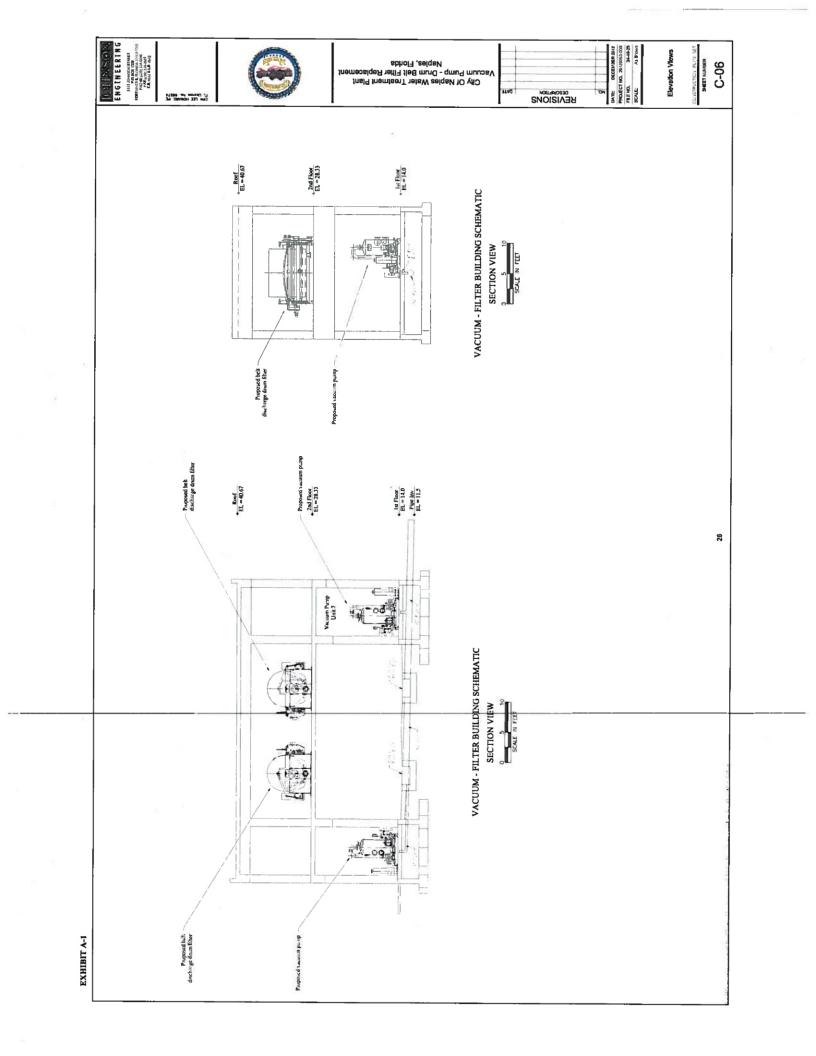


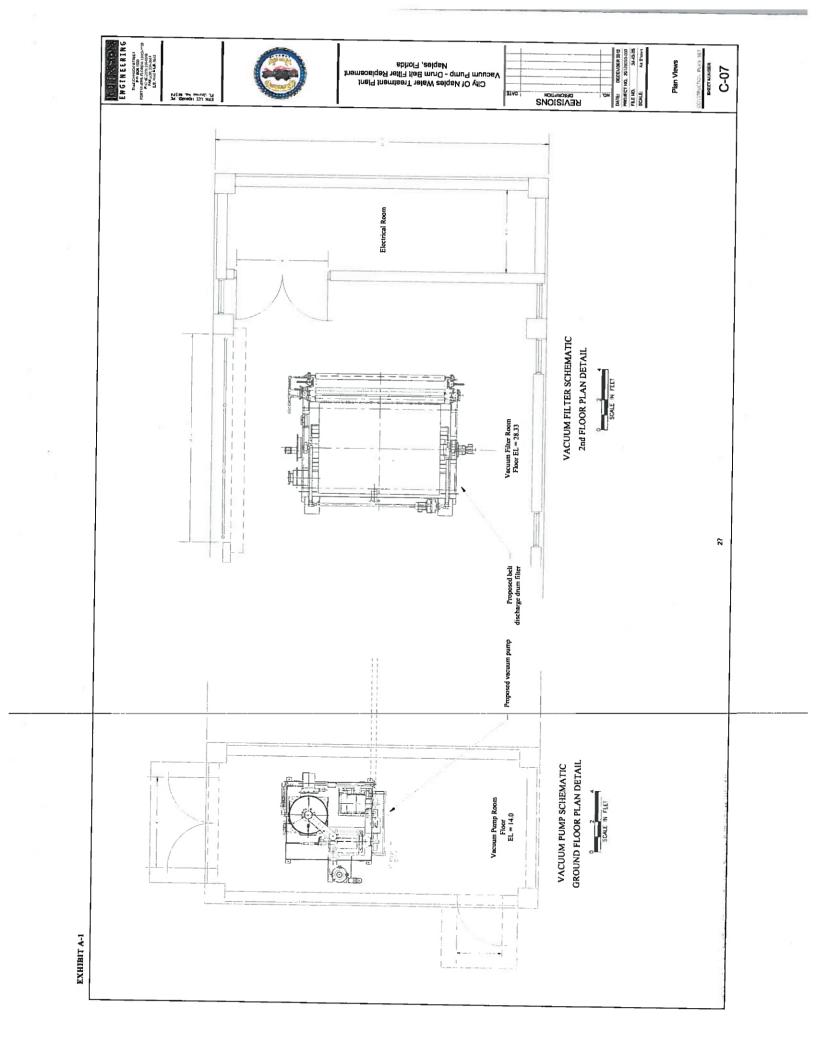
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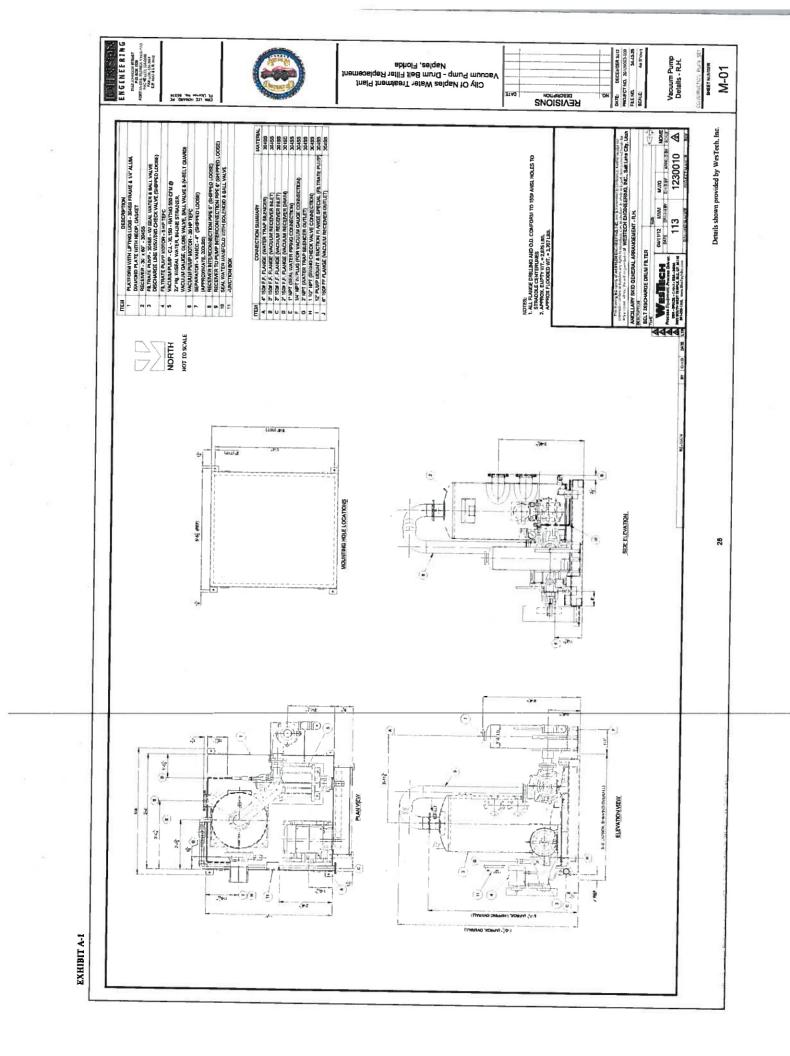


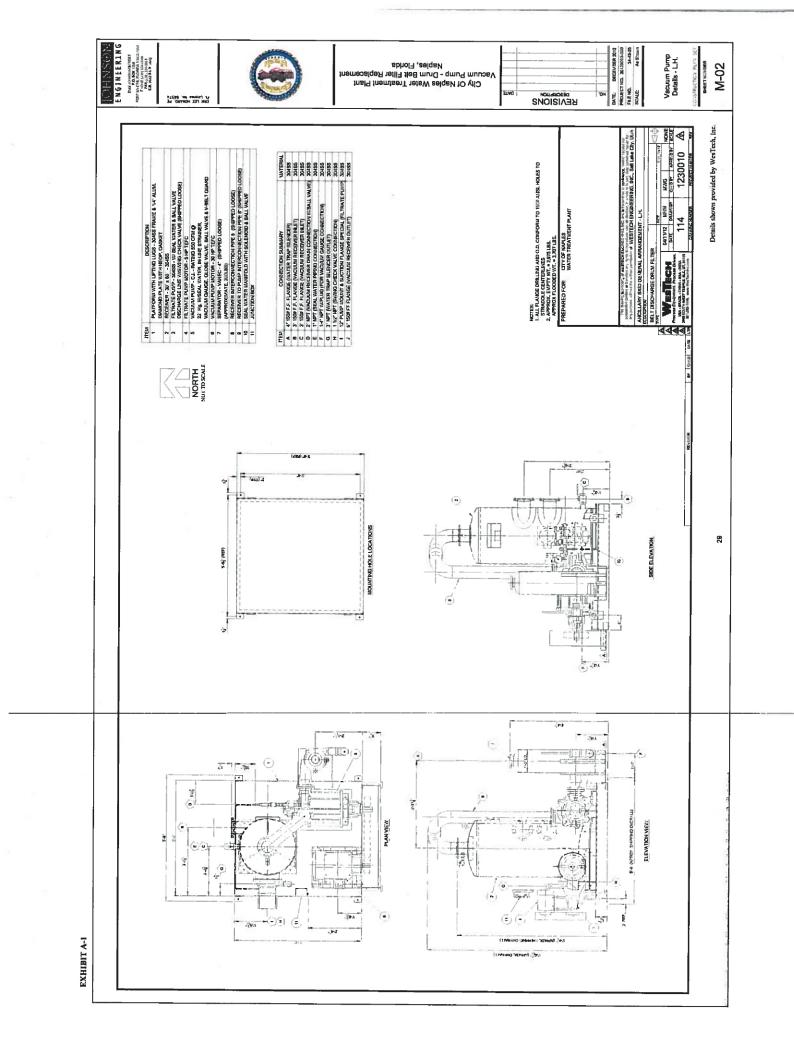


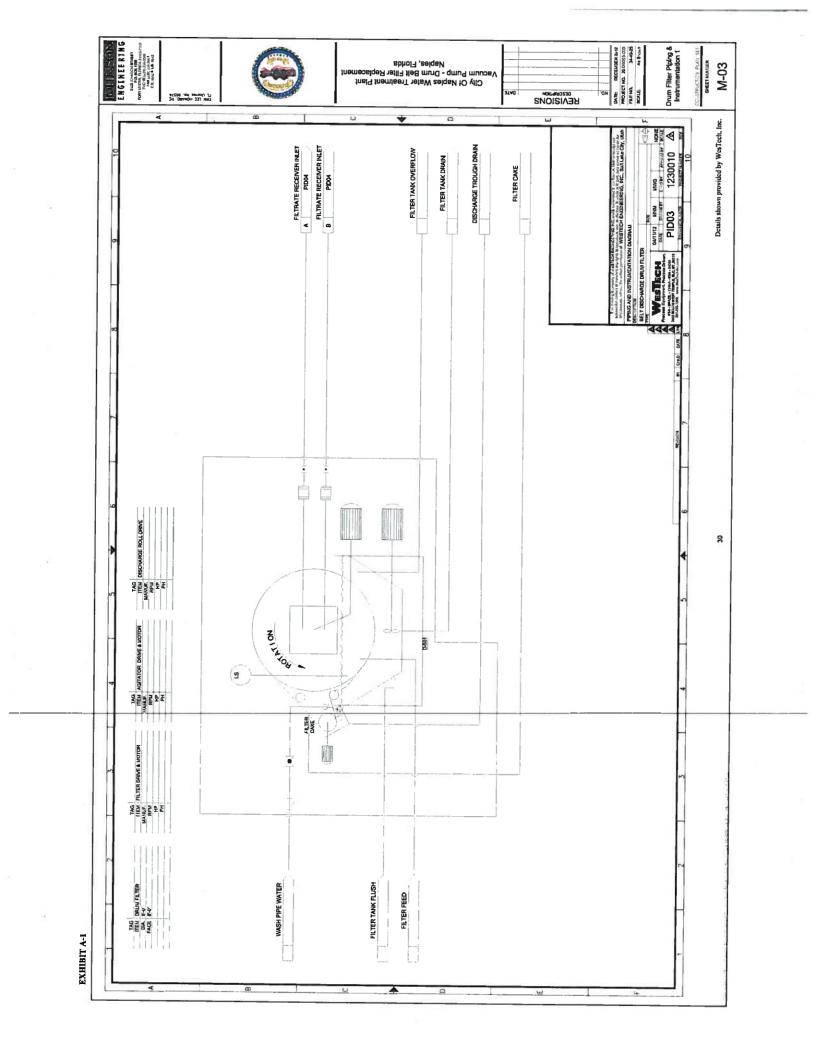


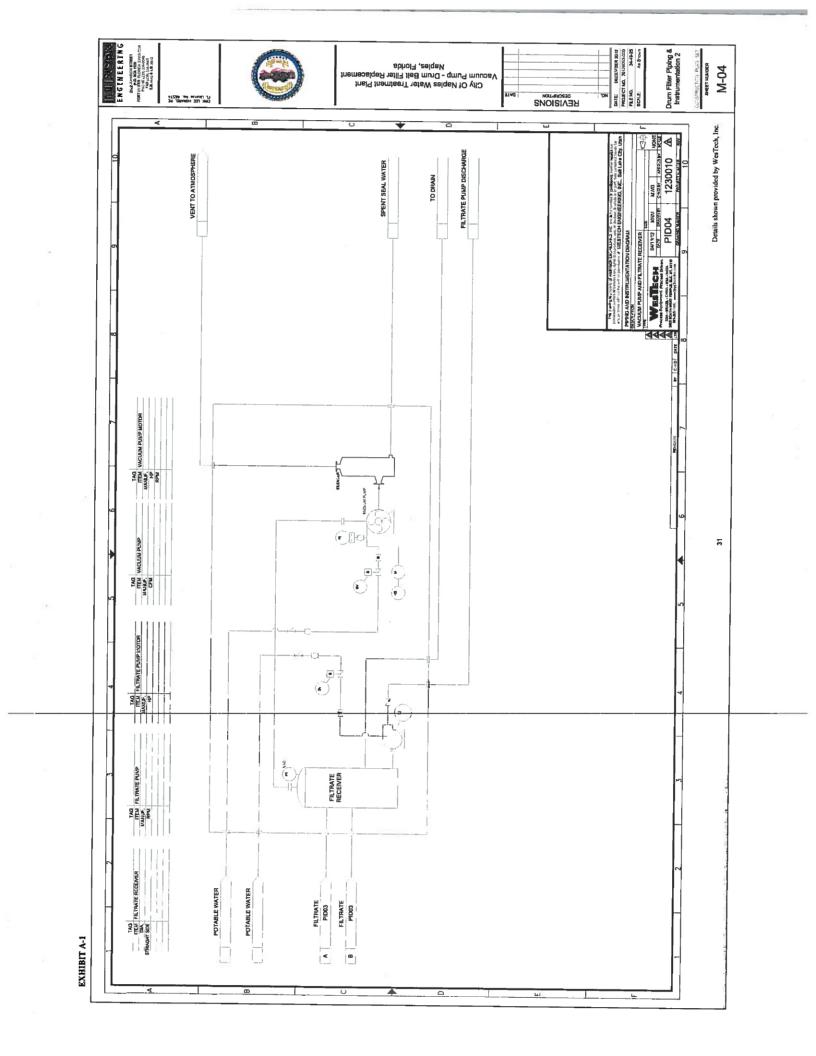


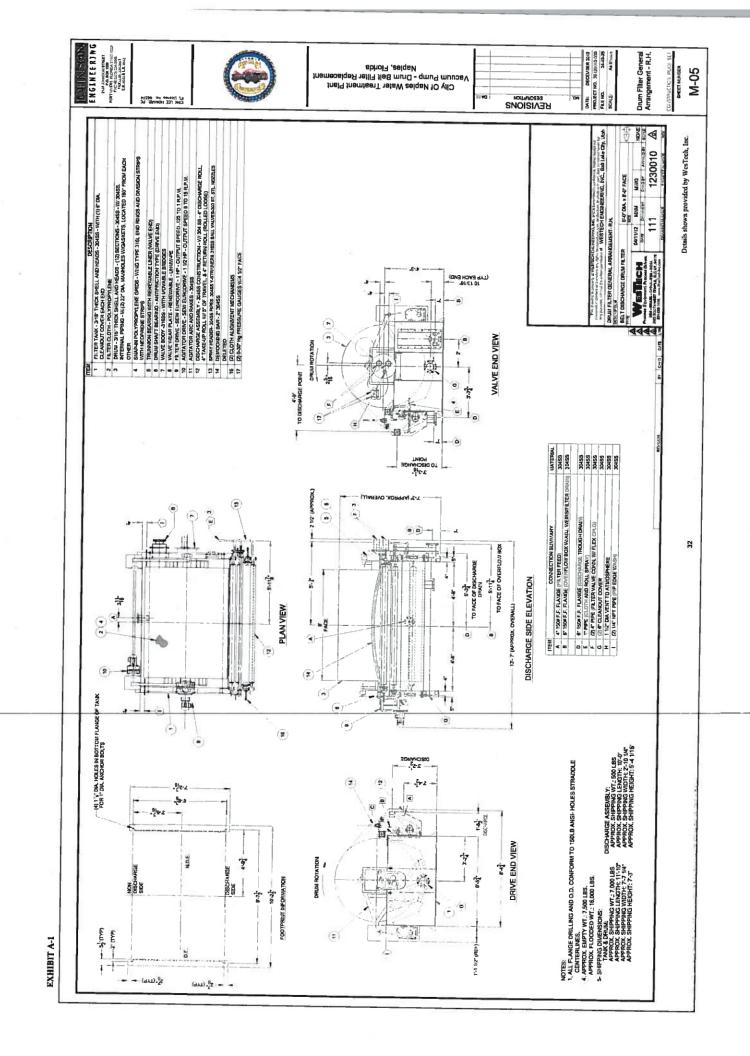


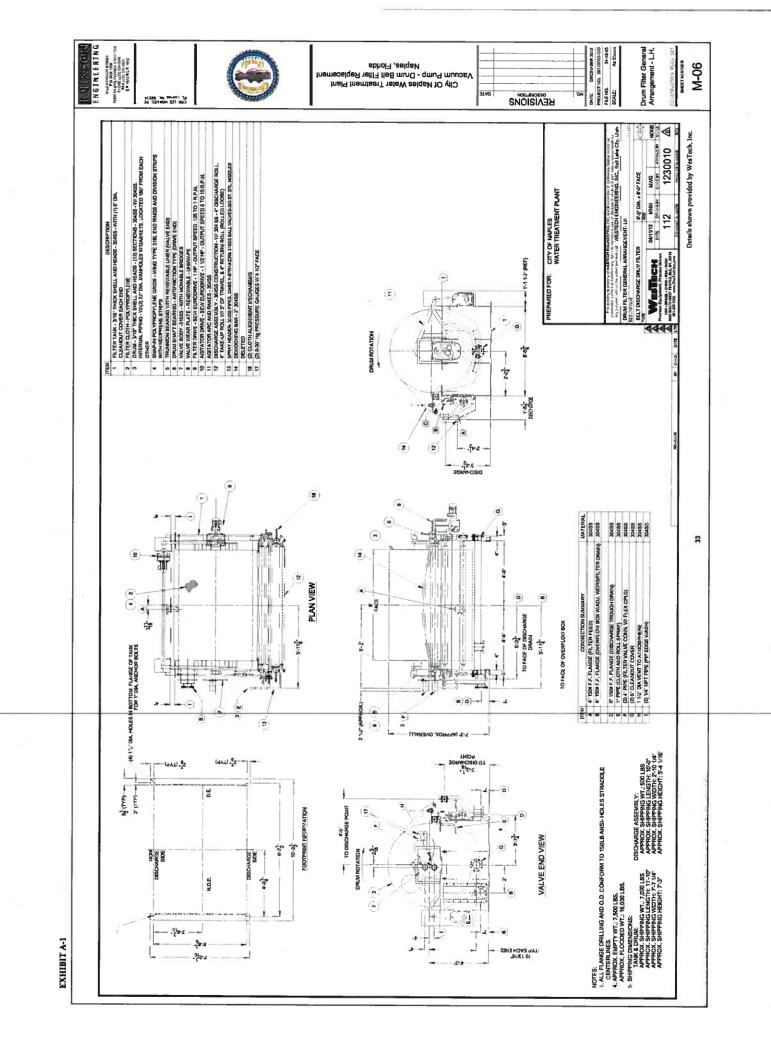


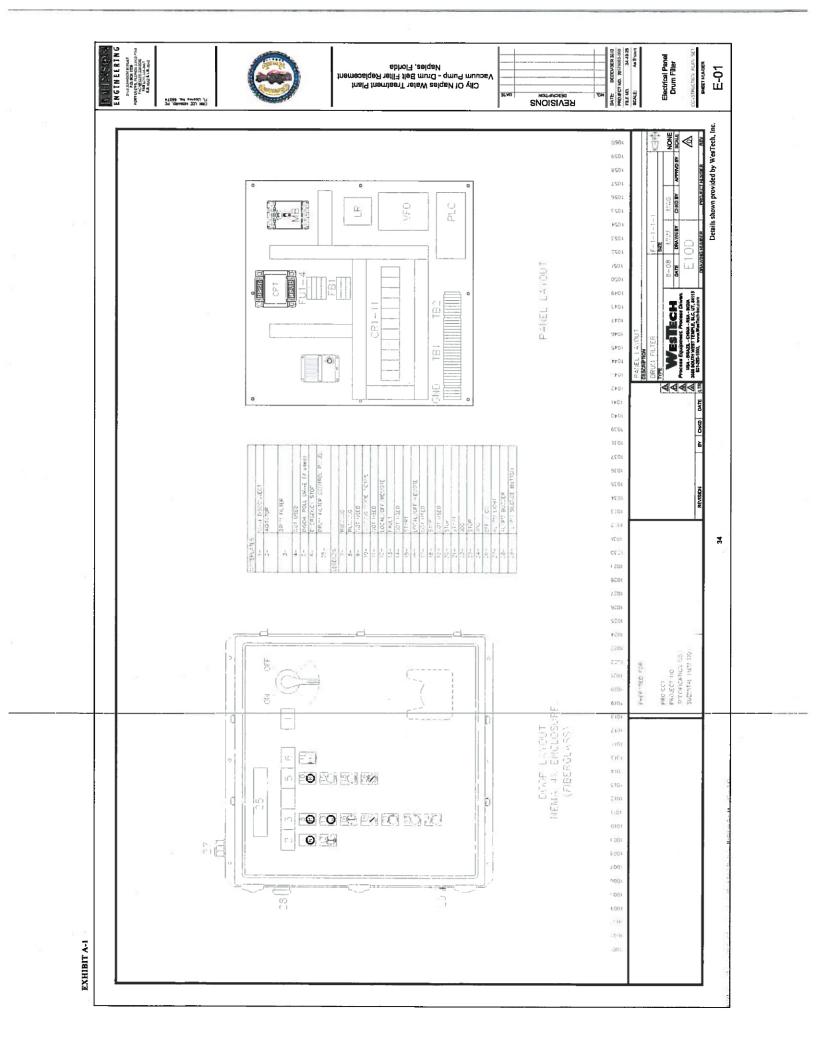


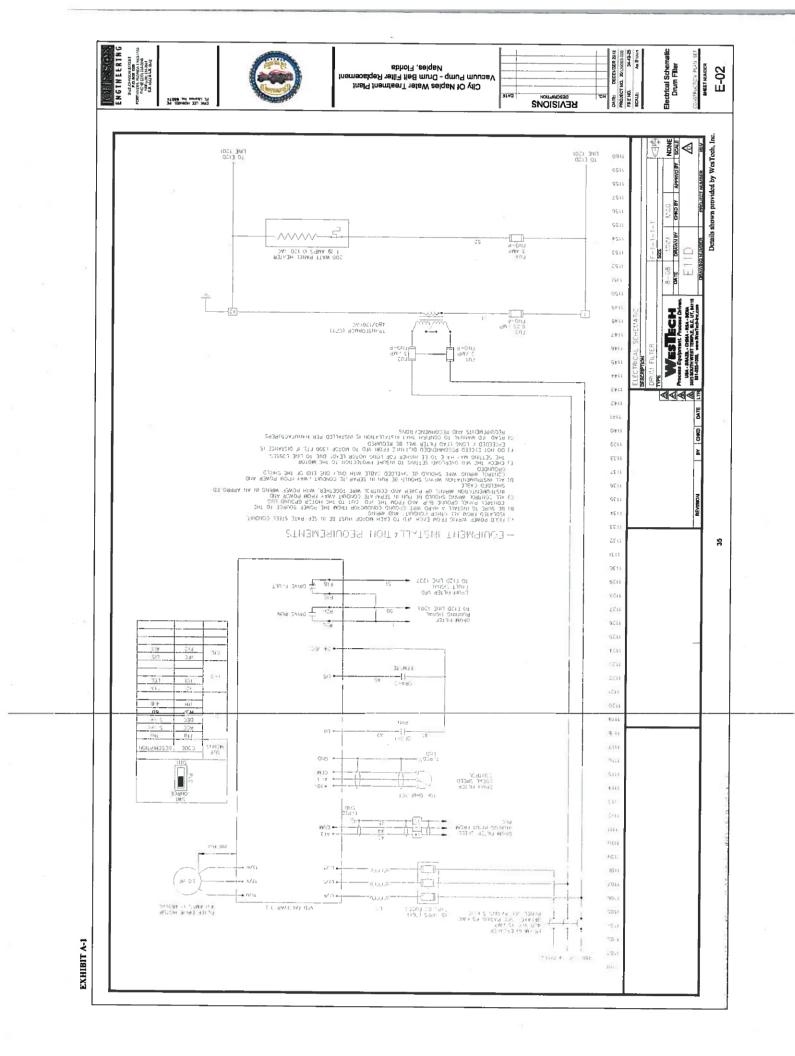


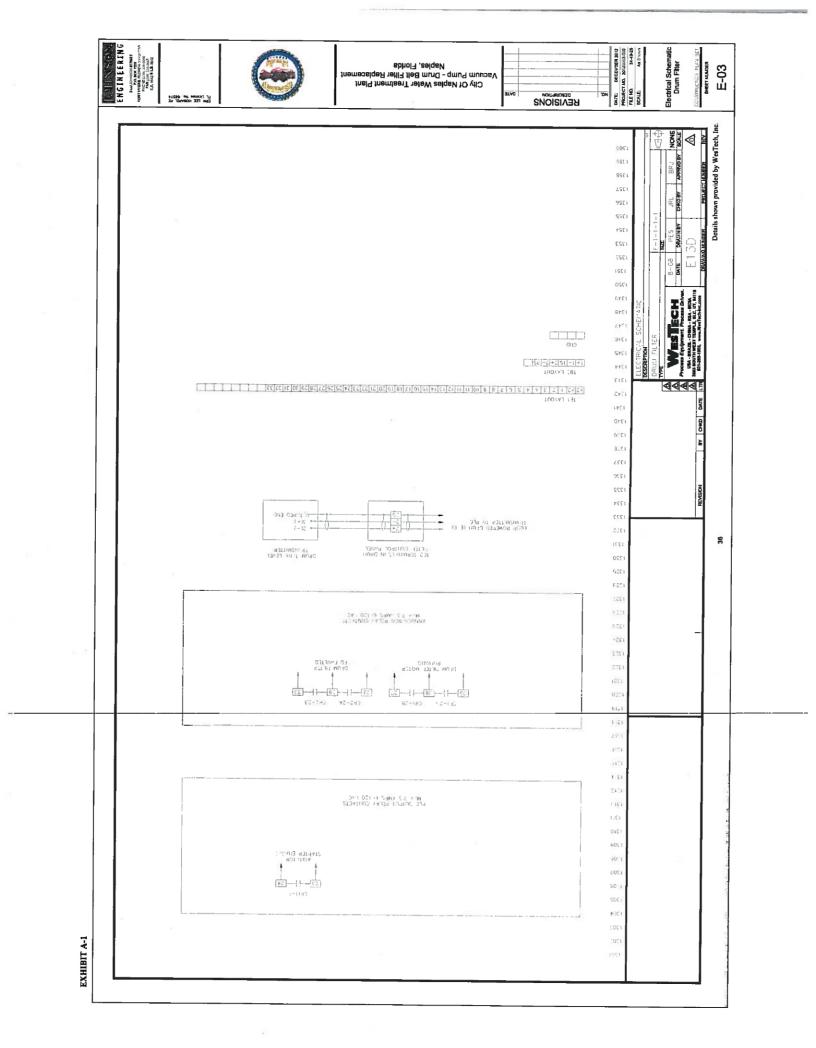


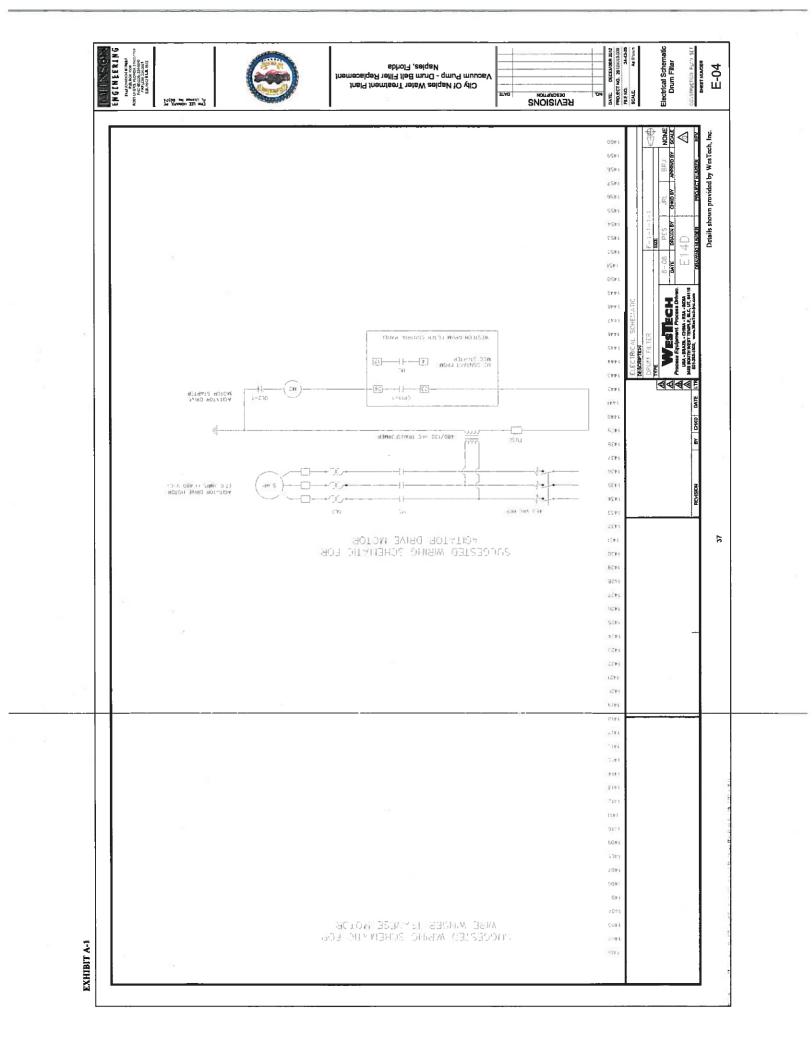


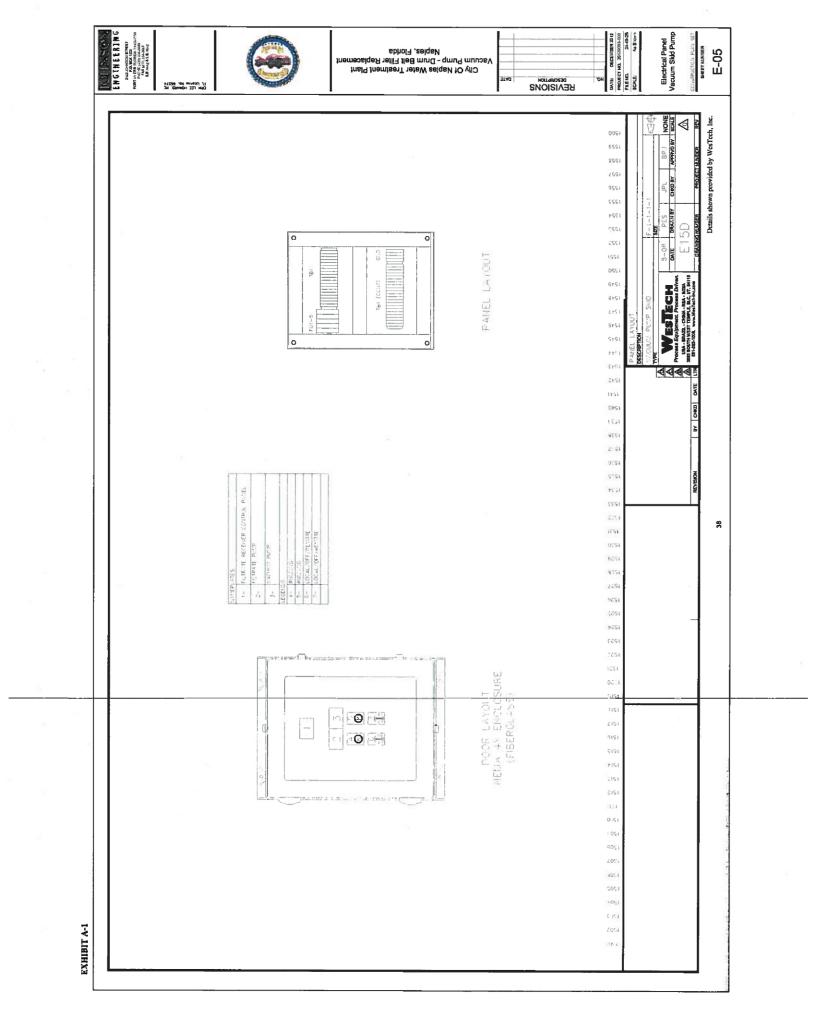


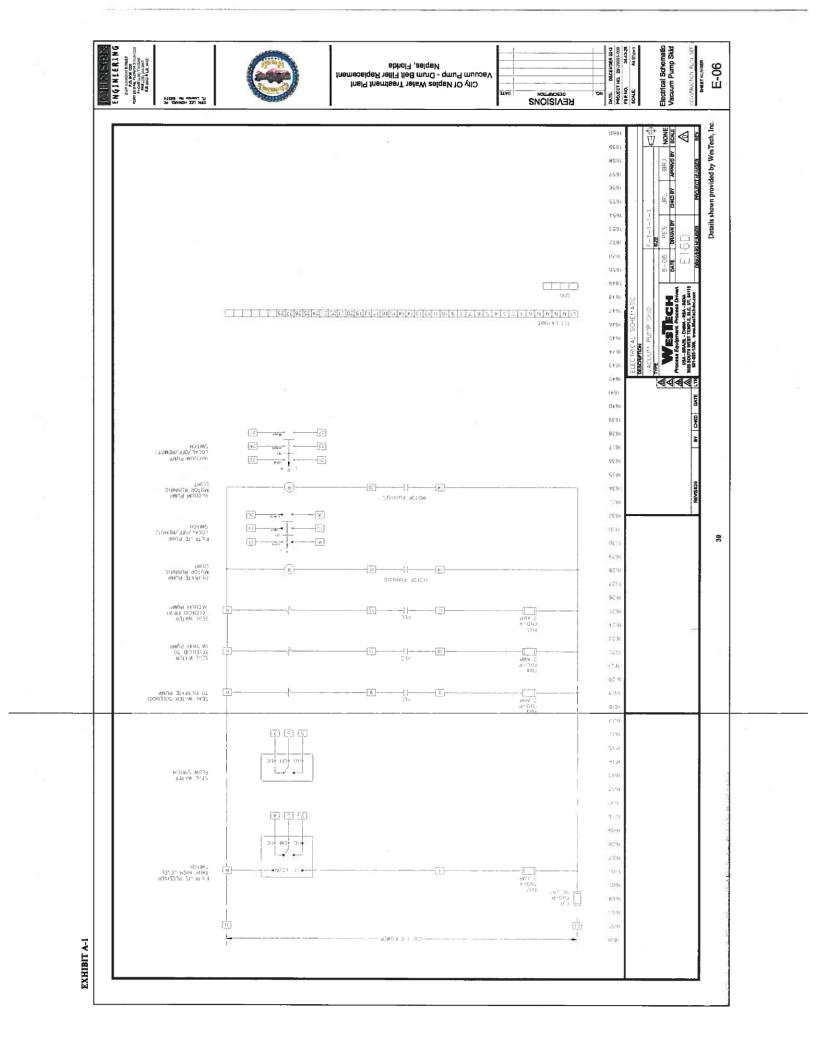


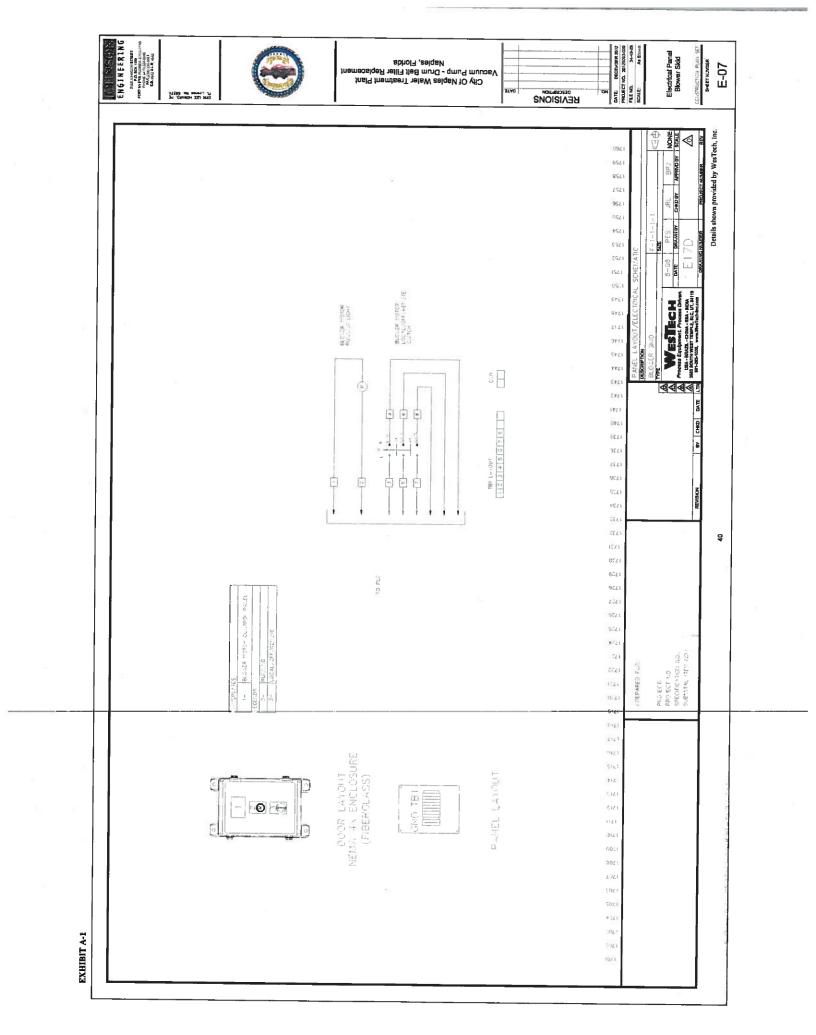


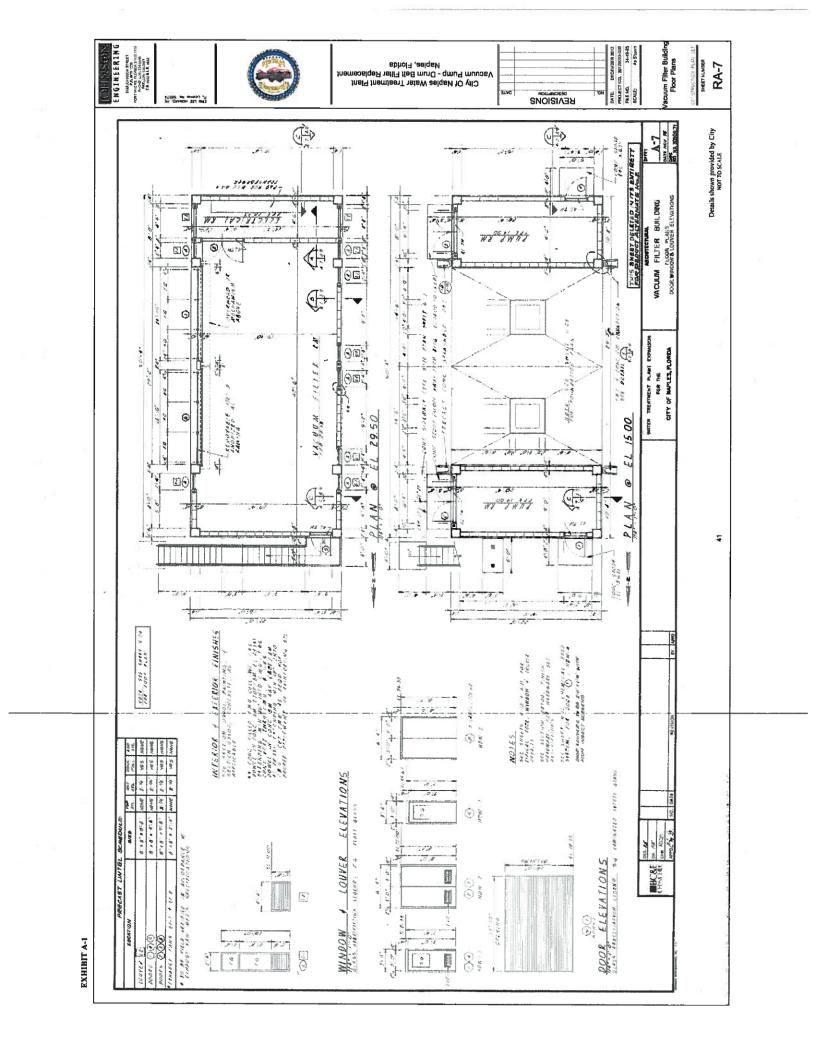


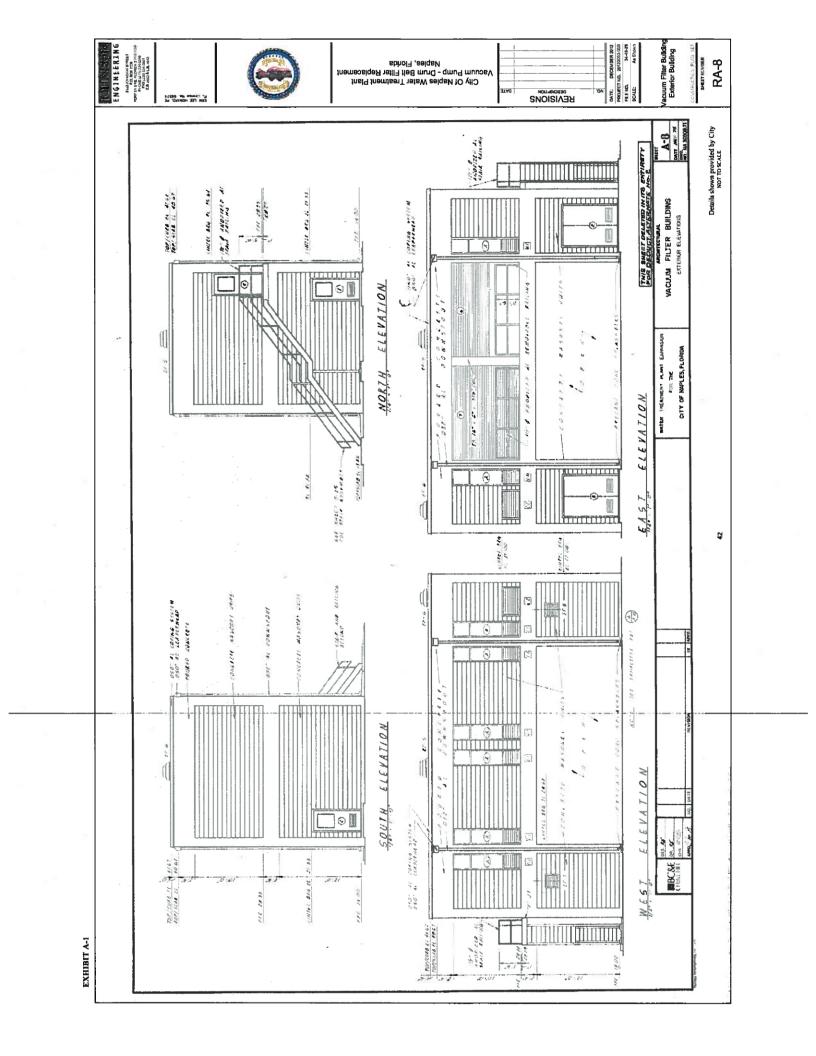


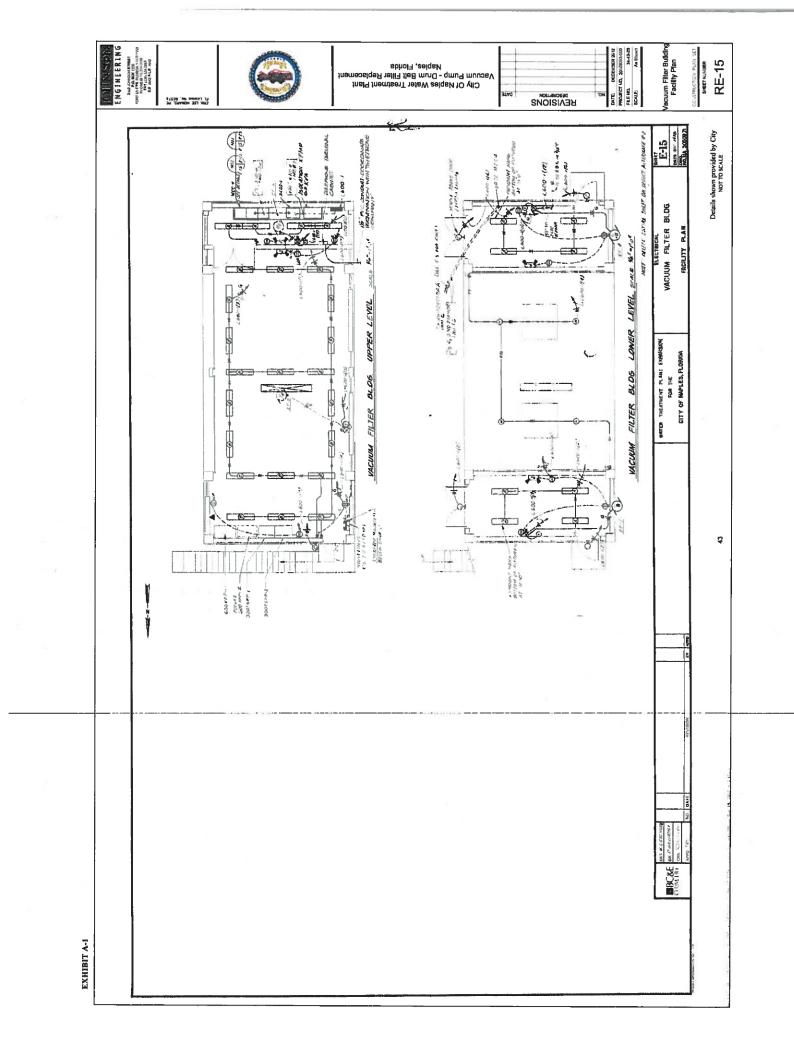


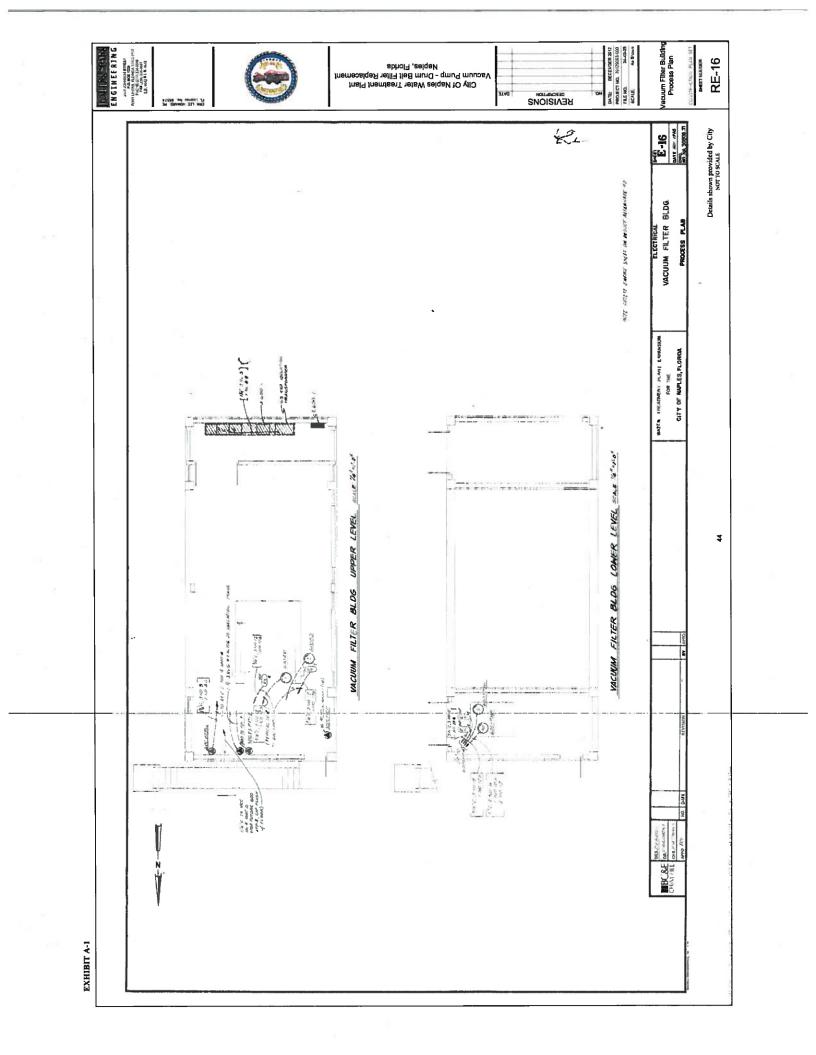


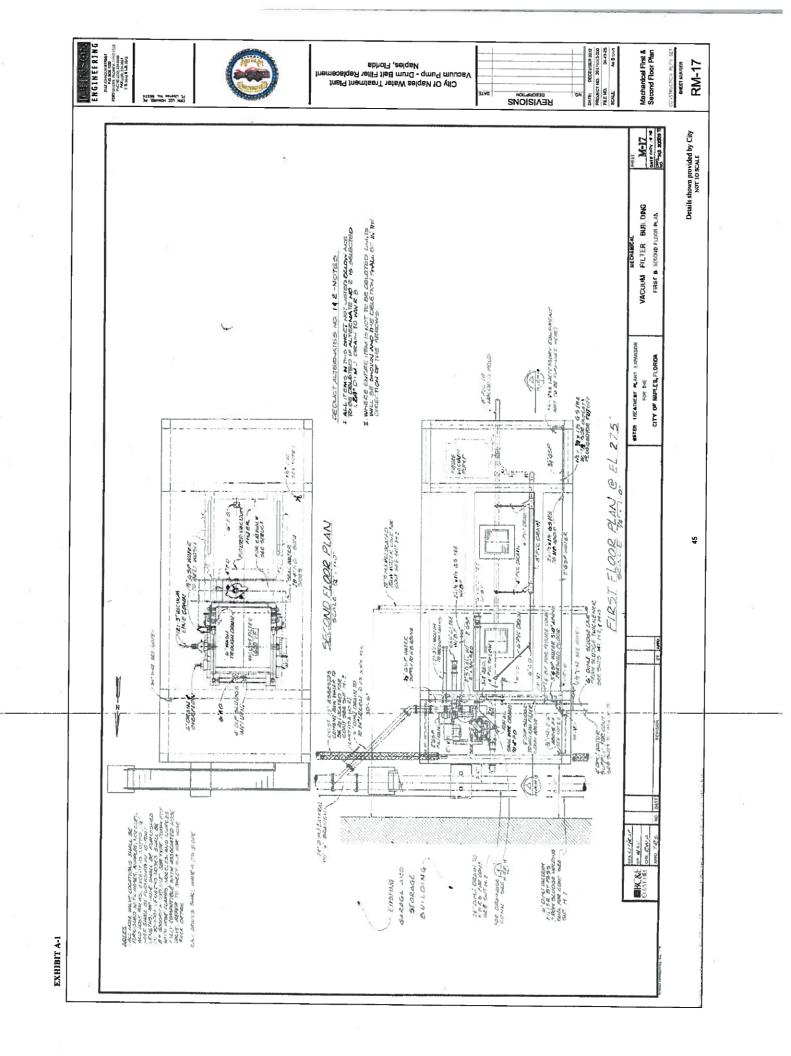


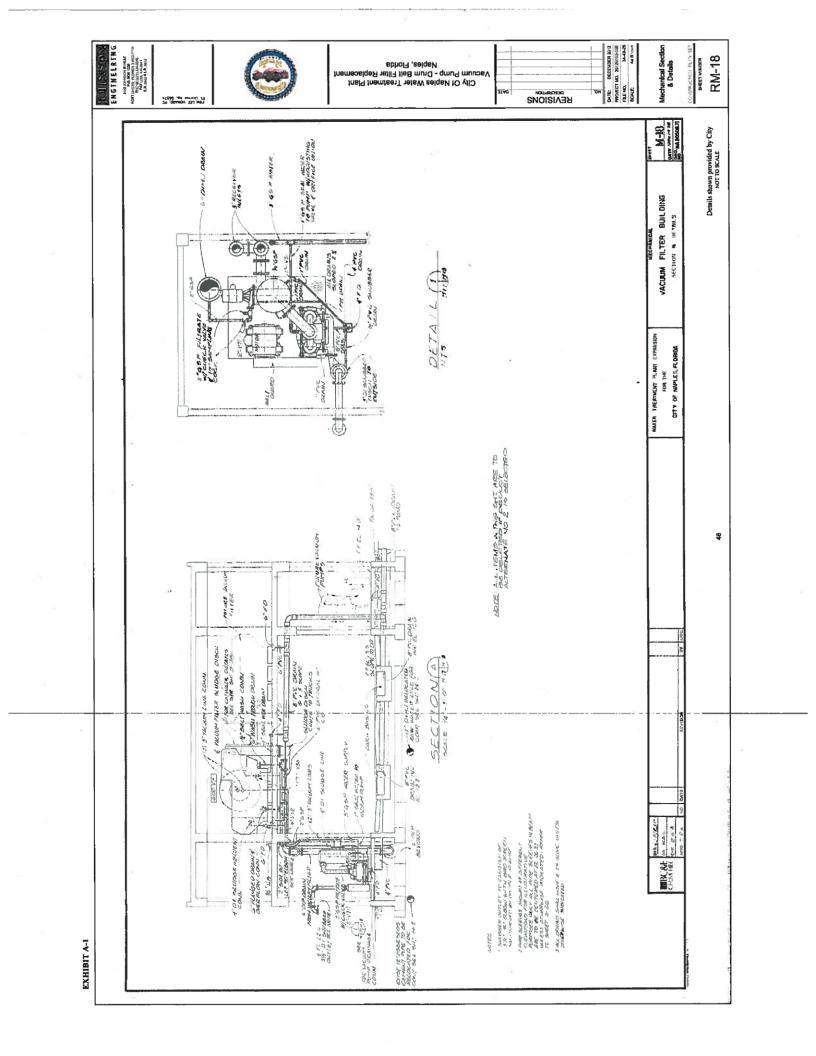


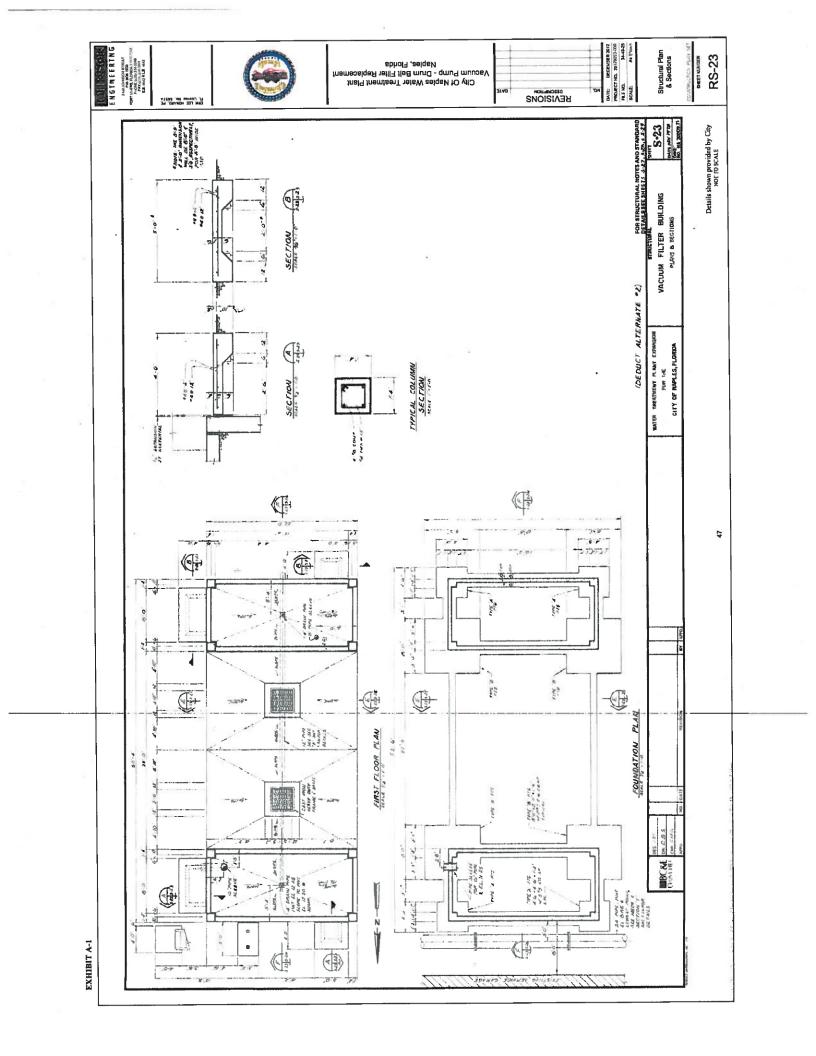


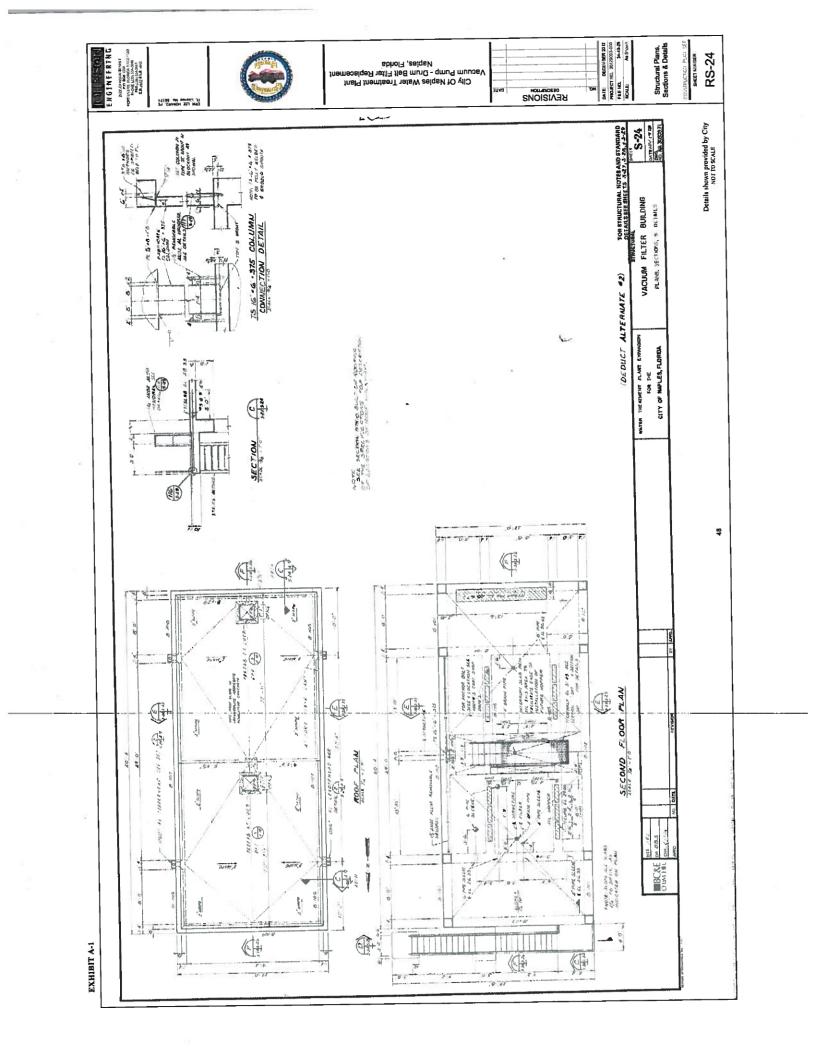


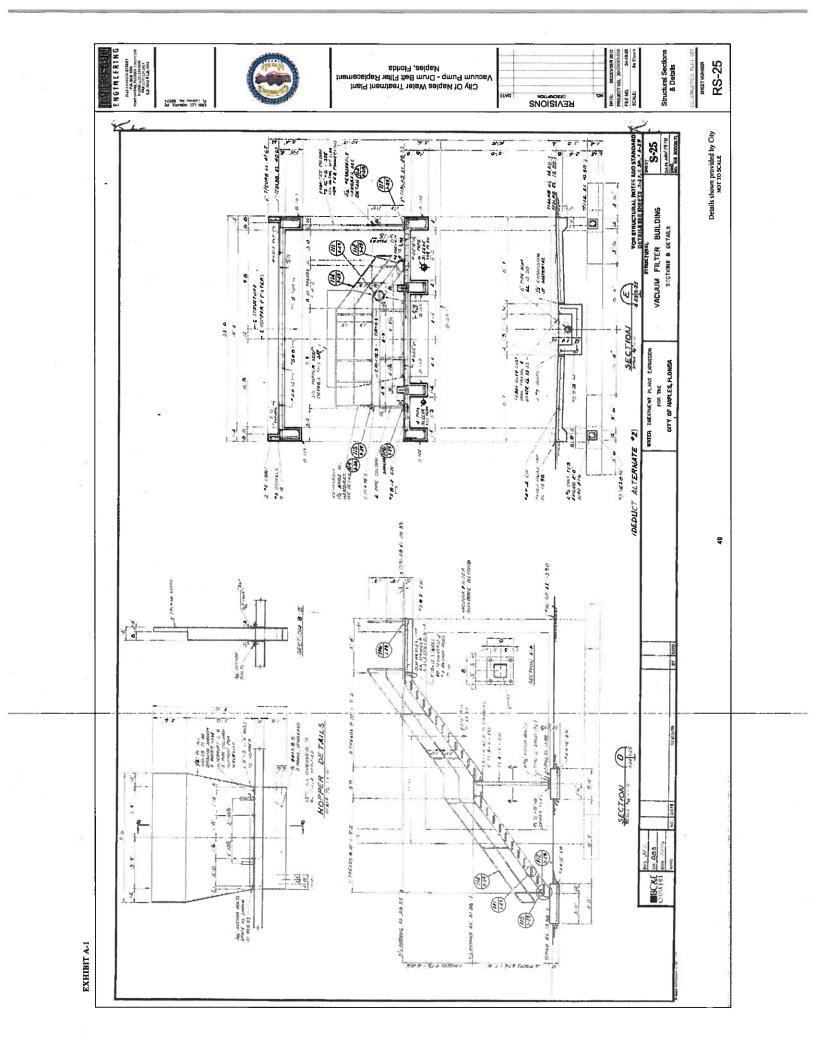


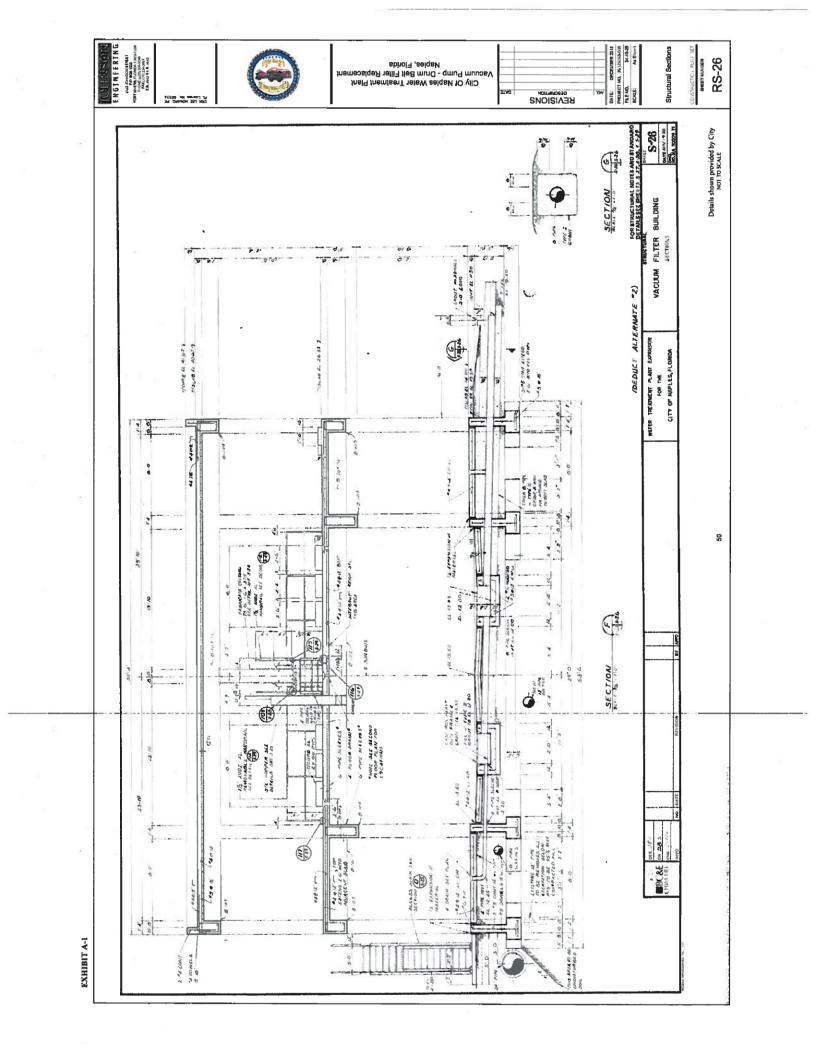












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Details shown provided by City NOT TO SCALE

DATE DECRUBER 2012
PROJECT ID. 2012/00/1-000
FREND 31:9-43
SCALE As From RM-17A RM-17 Notes BROWN LIBER

REVISIONS

City Of Naples Water Treatment Plant Vacuum Pump - Drum Belt Filter Replacement Naples, Florida

CITY OF NAPLES, FLORIDA

AGREEMENT (PROFESSIONAL SERVICES)

Bid/Proposal No. 009-13

Contract No. /3 -00008

Project Name Wastewater Treatment Plant Filter Rehabilitation

THIS AGREEMENT (the "Agreement") is made and entered into this February 6, 2013, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and Douglas N Higgins, Inc., a Florida corporation, 4485 Enterprise Ave, Naples, FL 34104, (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 the rehabilitation of two filters at the Wastewater Treatment Plant 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

ATTACHMENT 2



Water Treatment Plant Vacuum Filter Replacement Project

CITY OF NAPLES
PURCHASING DIVISION
CITY HALL, 735 8TH STREET SOUTH
NAPLES, FL 34102
PH: 239-213-7100 FX: 239-213-7105

General Overview Photos of Existing Conditions
(for informational purposes only)









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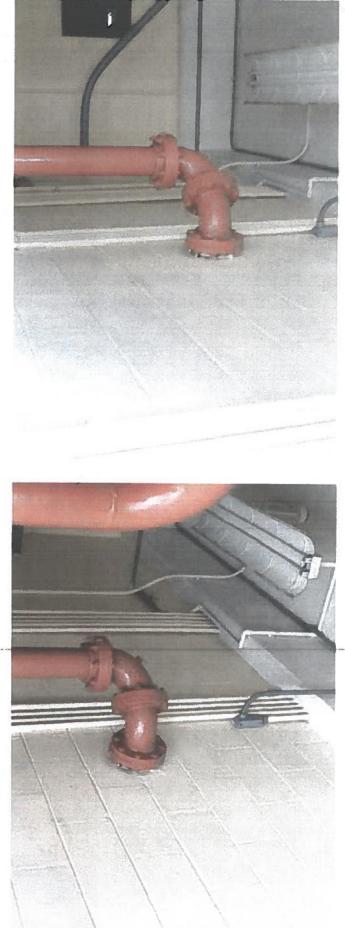


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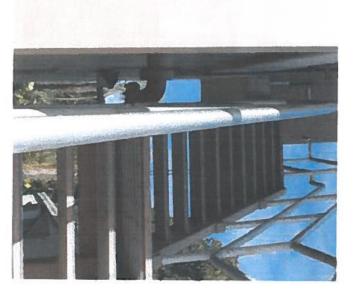
- 14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect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

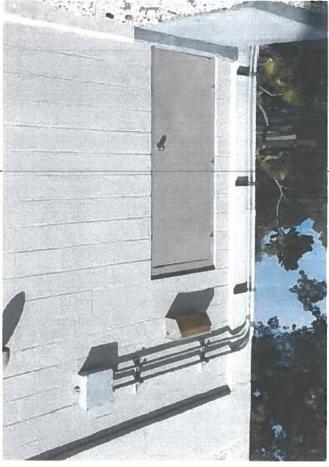






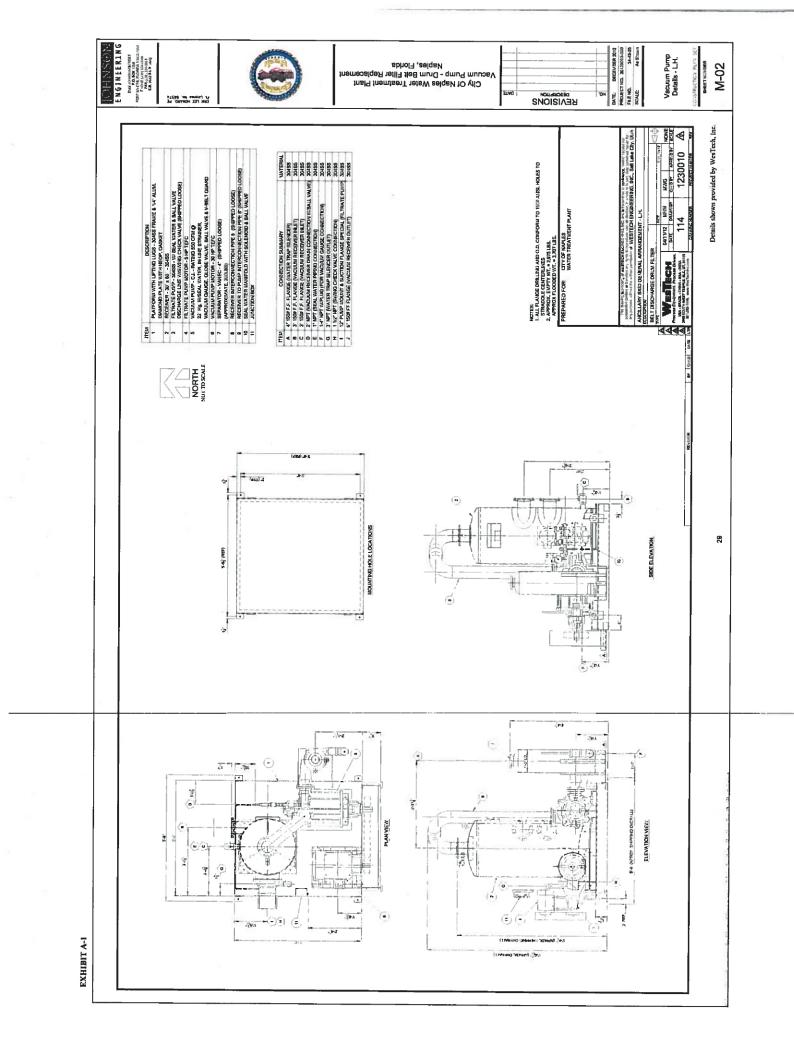








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EXHIBIT A-2

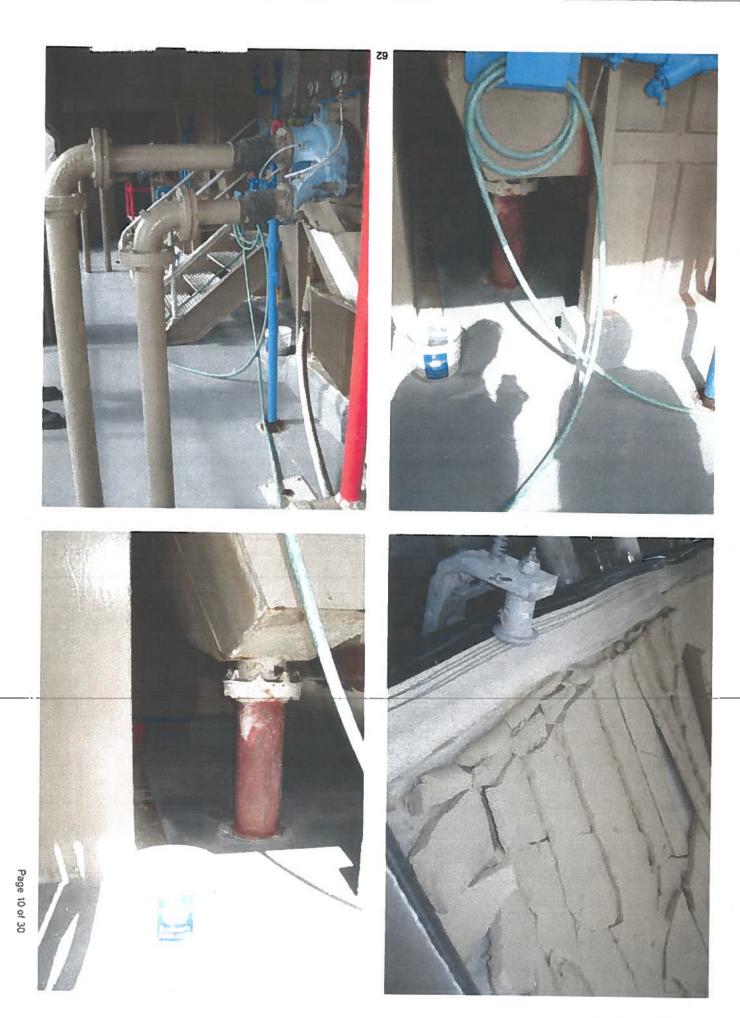
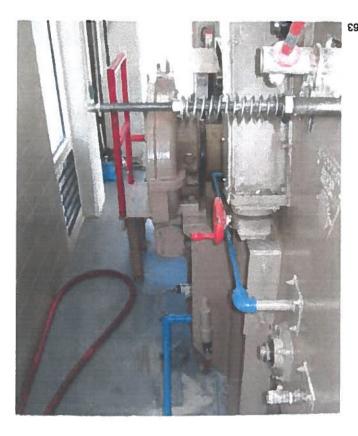


EXHIBIT A-2

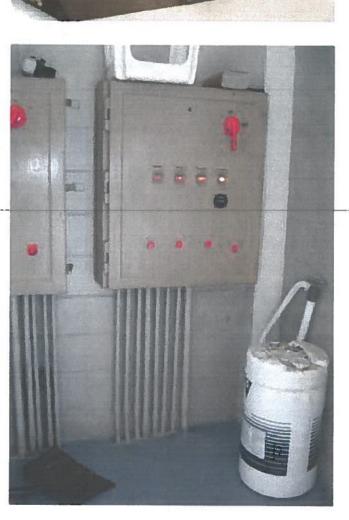








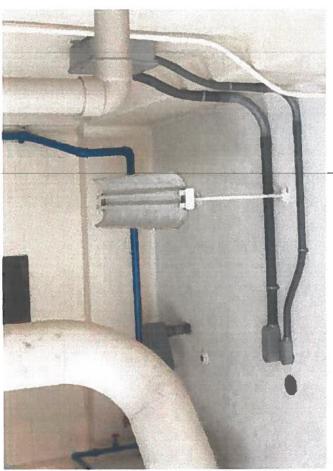
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EXHIBIL V-5









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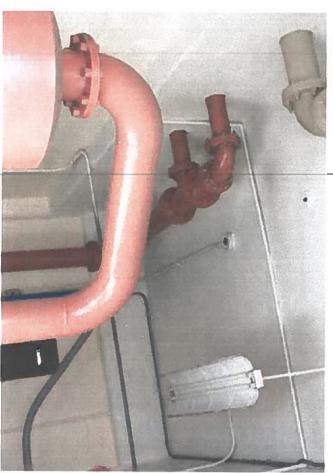


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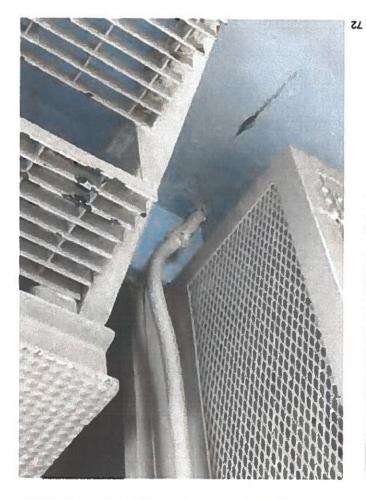


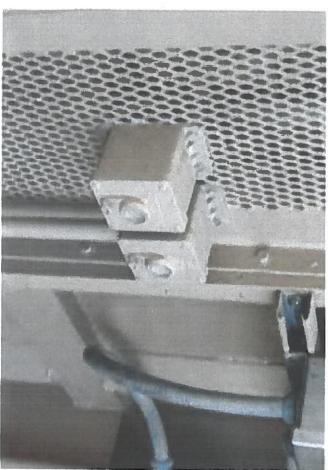






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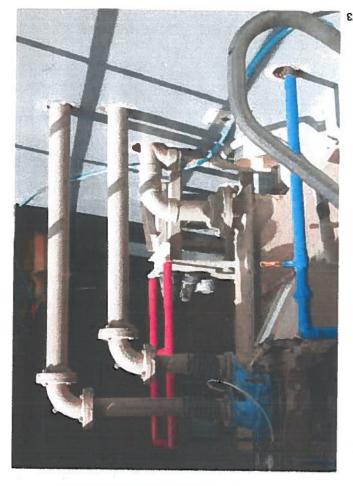








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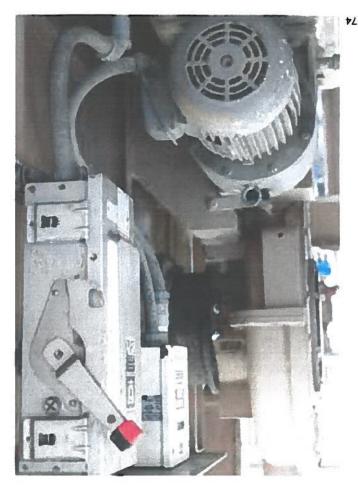


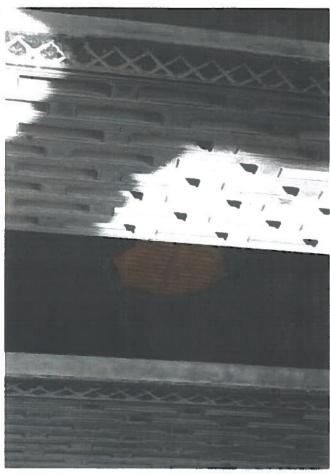


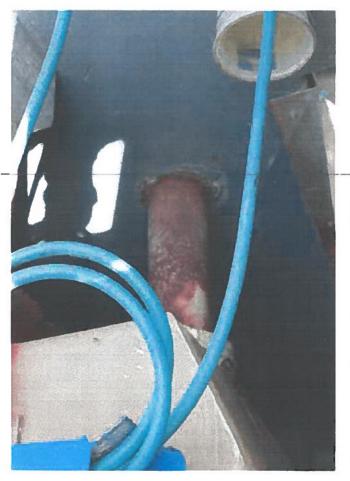




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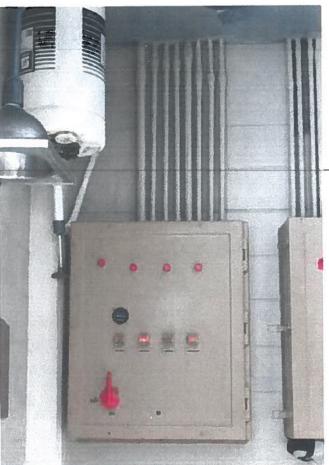




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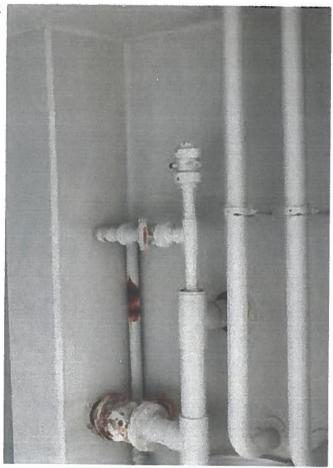




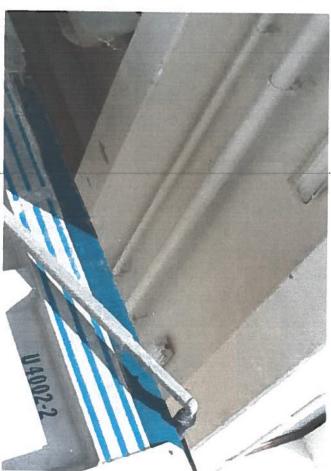


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EXHIBIT A-2



EXHIBIT A-2

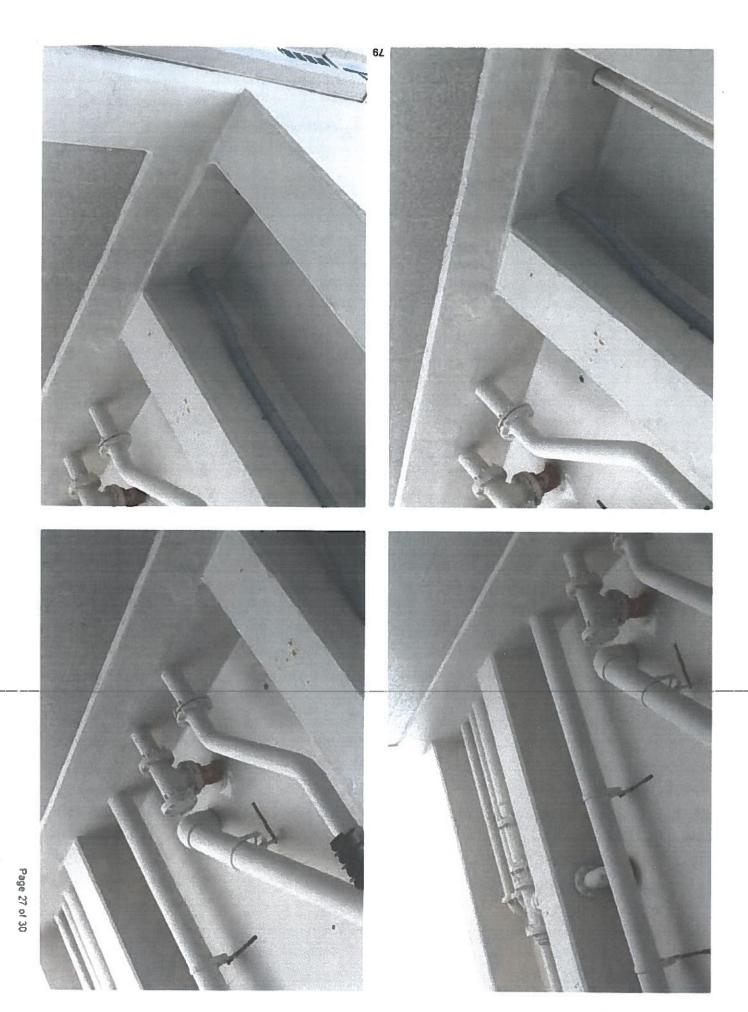


EXHIBIT A-2



EXHIBIT A-2

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EXHIBIT A-2









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:

EXHIBIT B BID PACKAGE / SCHEDULE

I.

Bidder submits the following prices to perform all the work as required by the Drawings and Specifications for the construction of the City of Naples, WATER TREATMENT PLANT VACUUM FILTER REPLACEMENT Project:

No.	Description	Unit	Quantity	Unit Price	Total
	BASEBID				1 1 2 2 2 2
1	Mobilization/Demobilization	LS	1	55, con co	35000
2	General Requirements	LS	1	32.144.00	32, KH 00
3	Vacuum Filter System Replacement	LS	1 /	656366 C	
4	City Controlled Contingency	LS	1	\$40,000.00	\$40,000.00
·	BASE BID TOTAL				76,00
	ALTERNATE				
1 ALT	Mobilization/Demobilization	LS	1	75,000.00	35 occasió
2 ALT	General Requirements	LS	1	ER 144 =0	32.144,∞
3 ALT	SS Vacuum Filter System Replacement	LS	1	77450	0745
4 ALT	City Controlled Contingency	LS	1	\$40,000.00	\$40,000,00
	ALTERNATE BID TOTAL		-	731,716	

- 1. Price for <u>Mobilization/Demobilization</u> shall include all cost for preparatory work and operations in mobilizing and demobilizing for beginning/ending work, including movement of personnel, equipment, supplies and incidentals to/from the project site, and any other pre and/or post construction expense necessary for the work.
- 2. Price for General Requirements shall include all costs for insurance requirements, administrative costs, permitting (less City permitting fees), field engineering, construction schedules, construction photographs, shop drawings, temporary facilities, safety, and first aid supplies, sanitary and other facilities (as required by specifications), and all other related items as required to complete the proposed work, per the Drawings, Specifications, and City of Naples requirements.
- 3. Price for Vacuum Filter System Replacement shall include all costs for furnishing and installing a complete and operable system consisting of two skid mounted vacuum pumps, two skid mounted drum filters, and associated electrical control panels and shall include demolish, removal, and disposal, of existing appurtenances as required per the Drawings, Specifications, and City of Naples requirements. The work includes replacement of doors, door hardware, all piping within building foot print, all piping attached to building, all piping within 5 feet of building foot print, all valves within 5 feet of building foot print,
- 1 ALT. Price for <u>Mobilization/Demobilization</u> shall include all cost for preparatory work and operations in mobilizing and demobilizing for beginning/ending work, including movement of personnel, equipment, supplies and incidentals to/from the project site, and any other pre and/or post construction expense necessary for the work.

- 2 ALT. Price for <u>General Requirements</u> shall include all costs for insurance requirements, administrative costs, permitting (less City permitting fees), field engineering, construction schedules, construction photographs, shop drawings, temporary facilities, safety, and first aid supplies, sanitary and other facilities (as required by specifications), and all other related items as required to complete the proposed work, per the Drawings, Specifications, and City of Naples requirements.
- 3 ALT. Price for <u>SS Vacuum Filter System Replacement</u> shall include all costs for furnishing and installing a complete and operable system consisting of two skid mounted vacuum pumps, two skid mounted drum filters, and associated electrical control panels and shall include demolish, removal, and disposal, of existing appurtenances as required per the Drawings, Specifications, and City of Naples requirements. The work includes replacement of doors, door hardware, all piping within building foot print, all piping attached to building, all piping within 5 feet of building foot print, all valves within building foot print.

Note: The City of Naples retains the right to award a contract based on all, a portion, or none or the costs above. The City of Naples retains the right to award a contract based on the Dase Bid Total or the Afternate Bid Total.

N/A	issault to Section D.	
Company Name Hinterland Group	PH 561-640-3503	
Name and Title of individual complet	ting this form:	
Daniel Duke III	President	
(Printed Name)	(Title)	
(Signature)		

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

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

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly 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 <u>and the following must also be stated on the certificate</u>. "These coverage's are primary to all other coverage's the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

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

No City Division, Department, or individual name should appear on the Certificate.

No other format will be acceptable.

The Certificate must state the bid number and title.

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

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

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

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned, is the <u>fresident</u> of the **Hinterland Group**, **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 day of February, 2013.

Ву:

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, which is attached and made part of this Agreement:

END OF EXHIBIT B