

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

**Bid/Proposal No.**                    **14-014**  
**Clerk Tracking No.**                14-00012  
**Project Name**                        **Well Head Improvements Project**

THIS AGREEMENT (the "Agreement") is made and entered into this 19<sup>th</sup> day of February, 2014, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and Youngquist Brothers, Incorporated, a Florida Profit Corporation, located at: 15465 Pine Ridge Road; Fort Myers, Florida 33908, (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 an (ITB) Invitation to Bid No. 14-014 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 **Well Head Improvements Project** 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 through September 30, 2017 with the CITY and CONTRACTOR's mutual acceptance to renew this Agreement for two (2) additional one-year periods.** 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 **Services shall be based upon adopted budgets approved by City Council** 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:

Youngquist Brothers, Incorporated  
15465 Pine Ridge Road  
Fort Myers, Florida 33908  
Attention: **C.W. "Bill" Musselwhite**, Vice President  
FEI/EIN Number: 59-1836961

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.

**END OF ARTICLE PAGE**

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

ATTEST:

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

CITY:

CITY OF NAPLES, FLORIDA,  
A Municipal Corporation

By: A. William Moss  
A. William Moss, City Manager

Approved as to form and legal sufficiency:

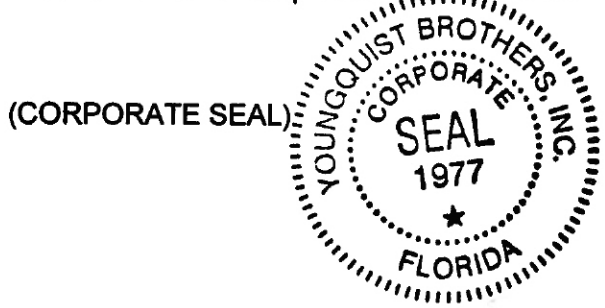
By: Robert D. Pritt  
Robert D. Pritt, City Attorney

CONTRACTOR:

Youngquist Brothers, Incorporated  
15465 Pine Ridge Road  
Fort Myers, Florida 33908  
Attention: C.W. "Bill" Musselwhite, VP  
FEI/EIN Number: 59-1836961  
A Florida for Profit Corporation

By: C.W. Musselwhite  
Its: VICE PRESIDENT

Christine Fulbright  
Witness  
Christine Fulbright  
Printed Name of Witness



General Contract (not Architects/Engineers)



**EXHIBIT A**

**SCOPE OF SERVICES**

**The Scope of Services to be provided under this Agreement are those set out in the City's (ITB) Invitation To Bid No. 14-014, titled Well Head Improvements Project herein referenced and made a part of this Agreement and the Vendor's Submittal of said Bid 14-014, Exhibit A-1, which is attached and made a part of this Agreement.**

**END OF EXHIBIT A**

ORIGINAL

City of Naples



**INVITATION TO BID**  
 CITY OF NAPLES  
 PURCHASING DIVISION  
 CITY HALL, 735 8<sup>TH</sup> STREET SOUTH  
 NAPLES, FL 34102  
 PH: 239-213-7100 FX: 239-213-7105

<b>NOTIFICATION DATE:</b> 12/13/13	<b>TITLE</b> <b>Well Head Improvements Project</b>	<b>NUMBER:</b> 14-014	<b>OPENING DATE &amp; TIME:</b> 1/17/14 2:00 PM
<b>PRE-BID DATE, TIME AND LOCATION: Non-mandatory Pre-Bid Meeting held January 7; 10:00 AM local time; Utilities Department, 380 Riverside Circle, Naples FL, 34102</b>			

<b>NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL:</b> Youngquist Brothers, Inc.	
<b>MAILING ADDRESS:</b> 15465 Pine Ridge Road	
<b>CITY-STATE-ZIP:</b> Fort Myers, FL 33908	
<b>PH:</b> 239-489-4444	<b>EMAIL:</b> bill@youngquistbrothers.com
<b>FX:</b> 239-489-4545	<b>WEB ADDRESS:</b> www.youngquistbrothers.com

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Naples the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

FEI/EIN Number 59-1836961

<b>AUTHORIZED SIGNATURE</b> 	<b>DATE</b> 1/17/14	<b>PRINTED NAME/TITLE</b> Harvey Youngquist, Jr., Vice President
Please initial by all that apply I acknowledge receipt / review of the following addendum Addendum #1 <input type="checkbox"/> Addendum #2 <input type="checkbox"/> Addendum #3 <input type="checkbox"/>		

PLEASE NOTE THE FOLLOWING:

- > **This page must be completed and returned with your bid.**
- > **Bids must be submitted in a sealed envelope, marked with bid number & closing date.**
- > **Bids received after the above closing date and time will not be accepted.**
- > **If you do not have an email address and you want a copy of the Bid Tab, please enclose a stamped, self-addressed envelope with your bid.**

**GENERAL CONDITIONS**

**TO INSURE ACCEPTANCE OF THE BID, PLEASE FOLLOW THESE INSTRUCTIONS. ANY AND ALL SPECIAL CONDITIONS, ATTACHED HERETO, HAVE PRECEDENCE.**

1. **SEALED BID:** All bids must be submitted in a sealed envelope. The face of the envelope shall contain the bid name and bid number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
2. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the proposal section. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to his bid must be initialed.
3. **NO BID:** If not submitting a bid, respond by returning the Statement of No Bid and explain the reason in the spaces provided. Failure to respond 3 times in succession without justification shall be cause for removal of the supplier's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID," and it must be received no later than the stated bid opening date and hour.
4. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by telegram; telephone; or fax are not acceptable. Bid files may be examined during normal working hours.
5. **WITHDRAWAL OF BIDS:** Withdrawal of a bid within sixty (60) days after the opening of bids is subject to suspension or debarment in accordance with Section 2-668 of the City Code for up to three years.
6. **PRICES, TERMS and PAYMENT:** Firm Prices include all packing, handling, shipping charges and delivery to the destination shown herein. Bidder is encouraged to offer cash discount for prompt invoice payment. Terms of less than 20 days will not be considered.
  - A. **TAXES:** The City of Naples does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of City-owned real property.
  - B. **MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.
  - C. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be a new, current standard production model available at the time of this bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
  - D. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.
  - E. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall carry U.L. approval and re-examination listing where such has been established.
  - F. **PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the bid. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence.
7. **DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified.

- 8. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form.
- 9. INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. Failure to comply with this condition will result in bidder waiving his right to dispute the bid.
- 10. CONFLICT OF INTEREST:** All bid awards are subject to Section 2-973 Conflict of Interest, City of Naples Code of Ordinances, which states: *"No public officer or employee shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of or is doing business with the city; nor shall an officer or employee have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performance of his public duties or that would impede the full and faithful discharge of his public duties. Any member of the city council or any city officer or employee who willfully violates this section shall be guilty of malfeasance in office or position and shall forfeit his office or position. Violation of this section with the knowledge, express or implied, of the person or corporation contracting with or making a sale to the city shall render the contract or sale voidable by the city manager or the city council."*
- 11. AWARDS:** As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received.
- 12. ADDITIONAL QUANTITIES:** For a period not exceeding ninety (90) days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to but not exceeding those shown on bid at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." (THIS PARAGRAPH DOES NOT APPLY FOR A TERM CONTRACT.)
- 13. SERVICE AND WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.
- 14. SAMPLES:** Samples of items, when called for, must be furnished free of expense, on or before bid opening time and date, and if not destroyed may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your bid. If instructions are not received within this time, the commodities shall be disposed of by the City of Naples.
- 15. BID PROTEST:** The city has formal bid protest procedures that are available on request.
- 16. INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering
- 17. DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties.

**18. GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify the buyer at once, indicating in his letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the City.

**19. LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City of Naples by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

**20. PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the City of Naples and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Naples. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**21. ADVERTISING:** In submitting a bid, bidder agrees not to use the results there from as a part of any commercial advertising.

**22. ASSIGNMENT:** Any Purchase Order issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the buyer.

**23. LIABILITY:** The supplier shall hold and save the City of Naples, its officers, agents, and employees harmless from liability of any kind in the performance of this contract.

**24. PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**25. DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**26. COUNTY TAXES:** No proposal shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the government of Collier County, Florida.

**27. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** The City of Naples encourages and agrees to the successful bidder/proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder/proposer.

**IF THIS BID IS FOR A TERM CONTRACT, THE FOLLOWING CONDITIONS SHALL ALSO APPLY**

**28. ELIGIBLE USERS:** All departments of the City of Naples are eligible to use this term contract. Such purchases shall be exempt from the competitive bid requirements otherwise applying to their purchases.

29. **PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period by reason of market change shall be passed on to City of Naples. Price increases are not acceptable.
30. **CANCELLATION:** All contract obligations shall prevail for at least one hundred eighty (180) days after effective date of contract. After that period, for the protection of both parties, this contract may be cancelled in whole or in part by either party by giving thirty (30) days prior written notice to the other party.
31. **RENEWAL:** The City of Naples reserves the option to renew the period of this contract, or any portion thereof for up to two (2) additional periods. Renewal of the contract period shall be by mutual agreement in writing.
32. **ABNORMAL QUANTITIES:** While it is not anticipated, should any unusual or abnormal requirements arise, the City reserves the right to solicit separate bids thereon.
33. **FISCAL NON-FUNDING CLAUSE:** In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the contractor of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

**IF THIS BID IS FOR PERFORMING A SERVICE, THE FOLLOWING CONDITIONS SHALL ALSO APPLY**

34. **ALTERNATIVE BIDS:** Bidders offering service delivery methods other than those permitted by the scope of work may submit a separate envelope clearly marked "ALTERNATIVE BID". Alternative bids will be deemed non-responsive and will not be considered for award. All such responses will, however, be examined prior to award. Such examination may result in cancellation of all bids received to permit rewriting the scope of work to include the alternative method, or the alternative method may be considered for future requirements of the City of Naples.
35. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns and transfers to the City of Naples all rights, titles and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by the City of Naples under said contract.
36. **BIDDER INVESTIGATIONS:** Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City of Naples upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.
37. **CERTIFICATES AND LICENSES:** The Contractor, at time of proposal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the City of Naples and Collier County for this project pursuant to all applicable Federal, State and Local Laws, Statutes, Ordinances, and rules and regulations of any kind.
38. **CHANGE IN SCOPE OF WORK:** The City of Naples may order changes in the work consisting of additions, deletions or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract unless such changes or adjustments have been made by written amendment to the contract signed by the City of Naples and the contractor. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify the City in writing of this belief. If the City believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.
39. **CONTRACTOR PERSONNEL:** The City of Naples shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the contractor. If the City

reasonably rejects staff or subcontractors, the contractor must provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the contractor's employees and sub-contractors is the responsibility solely of the contractor.

**40. COST REIMBURSEMENT:** The contractor agrees that all incidental costs, including allowances for profit and tools of the trade, must be included in the bid proposal rates. If an arrangement is made between the contractor and the City to reimburse the contractor for the cost of materials provided in the performance of the work, the contractor shall be reimbursed in the following manner: The City shall reimburse the contractor on completion and acceptance of each assigned job, only for those materials actually used in the performance of the work that is supported by invoices issued by the suppliers of the contractor describing the quantity and cost of the materials purchased. No surcharge shall be added to the supplier's invoices or included in the contractor's invoice submitted to the City that would increase the dollar amount indicated on the supplier's invoice for the materials purchased for the assigned job.

**41. EXCEPTIONS:** Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

**42. FAILURE TO DELIVER:** In the event of the contractor to fail to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the contractor responsible for any resulting purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

**43. FAILURE TO ENFORCE:** Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

**44. FORCE MAJEURE:** The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions and acts of God beyond the control of the contractor, unless otherwise specified in the contract.

**45. INDEPENDENT CONTRACTOR:** The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of the City of Naples and the City of Naples shall be at no time legally responsible for any negligence or any wrongdoing by the contractor, its servants or agents. The City of Naples shall not withhold from the contract payments to the contractor any federal income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, the City shall not provide to the contractor any insurance coverage or other benefits, including Workers' Compensation normally provided by the City for its employees.

**46. ORAL STATEMENTS:** No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Naples.

**47. QUALIFICATIONS OF BIDDERS:** The bidder may be required, before the award of any contract, to show to the complete satisfaction of the City of Naples that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the City in regard to the bidder's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

- > The ability, capacity, skill and financial resources to perform the work or service.
- > The ability to perform the work service promptly or within the time specified, without delay.
- > The character, integrity, reputation, judgment, experience, and efficiency of the bidder.

> The quality of performance of previous contracts or services.

- 48. QUALITY CONTROL:** The contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.
- 49. RECOVERY OF MONEY:** Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to the City, the same amount may be deducted from any sum due to the contractor under the contract or under any other contract between the contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the contractor.
- 50. REQUIREMENTS CONTRACT:** During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the City for the period of the contract. The amount is only an estimate and the contractor understands and agrees that the City is under no obligation to the contractor to buy any amount of services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees that the City may require services in excess of the estimated annual contract amount and that the quantity actually used whether in excess of, or less than, the estimated annual contract amount and that the quantity actually used shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.
- 51. TERMINATION FOR CONVENIENCE:** The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the contractor of a written notice of termination of at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of the receipt of the notice or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- 52. TERMINATION FOR DEFAULT:** The City of Naples reserves the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily the work required, as determined by the City. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City shall give to the contractor at least seven (7) days written notice before the termination takes effect. The seven-day period will begin upon the mailing of notice by the City. If the contractor fails to cure the default within the seven (7) days specified in the notice and the contract is terminated for failure to perform satisfactorily, the contractor shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by the contractor up to the date of termination that were accepted by the City prior to the termination. In the event the City terminates the contract because of the default of the contractor, the contractor shall be liable for all excess costs that the City is required to expend to complete the work under contract.
- 53. STATE AND FEDERAL EMPLOYMENT LAWS:** Contractors providing service to the City are required to comply with all state and federal employment laws. This includes, but is not limited to, laws resulting from the Immigration and Reform and Control Act of 1986, wherein all employers are required to verify the identity and employment eligibility of all employees. The Department of Homeland Security, U.S. Citizenship and Immigration Services require employees and employers to complete Form I-9 and the employer must examine evidence of identity and employment eligibility within three business days of the date employment begins. Non compliant contractors will be subject to contract sanctions, up to and including contract termination.
- 54. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** The contractor agrees to comply with Executive Order 12549 "Debarment and



Suspension” and 2 CFR 180 “OMB Guidelines to Agencies on Government wide Debarment and Suspension.” These rules require all contractors using federal funds not be debarred or suspended from doing business with the Federal Government. This includes sub-recipients and lower tier participant for covered transactions. Signing and submitting this document certified the organization and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, and further have not within the preceding three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction .

**THE CITY OF NAPLES IS AN EQUAL OPPORTUNITY EMPLOYER**

## 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, Worker'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 Worker'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 Worker'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 Worker'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. "This coverage is primary to all other coverage 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 proposal number and title.

When using the "Accord"- 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.

**STATEMENT OF NO BID**

**If you will not be bidding on this product/service, please help us by completing and returning only this page to:**

**City of Naples, Purchasing Division  
City Hall, 735 8<sup>th</sup> Street South  
Naples, FL 34102  
Fax 239-213-7105**

**Bid # \_\_\_\_\_ and Description: \_\_\_\_\_**

**We, the undersigned, decline to proposal on the above project for the following reason(s):**

**We are not able to respond to the Invitation to Bid or Request for Proposals by the specified deadline.**

**Our Company does not offer this product or service.**

**Our current work schedule will not permit us to perform the required services.**

**Specifications are incomplete or information is unclear  
(Please explain below).**

\_\_\_\_\_  
\_\_\_\_\_

**Other (Please specify below)**

\_\_\_\_\_  
\_\_\_\_\_

**Company Name \_\_\_\_\_ PH \_\_\_\_\_**

**Email \_\_\_\_\_**

**Name and Title of individual completing this form:**

\_\_\_\_\_  
**(Printed Name) (Title)**

\_\_\_\_\_  
**(Signature) (Date)**

**REFERENCES**

THIS SHEET MUST BE COMPLETED AND RETURNED WITH BID

**PROVIDE AT LEAST THREE REFERENCES FOR WHOM YOUR COMPANY HAS PROVIDED SAME OR SIMILAR SERVICES WITHIN THE LAST 2 YEARS.**

**COMPANY NAME:** City of Naples

**ADDRESS:** 380 Riverside Circle, Naples, FL 34102

**TELEPHONE:** 239-213-4762

**CONTACT PERSON:** Justin Frederiksen

**CONTACT E-MAIL ADDRESS:** jfrederiksen@naplesgov.com

**COMPANY NAME:** Lee County Utilities

**ADDRESS:** 1500 Monroe Street, Third Floor, Fort Myers, FL 33901

**TELEPHONE:** 239-533-8164

**CONTACT PERSON:** Rand Edelstein

**CONTACT E-MAIL ADDRESS:** redelstein@leegov.com

**COMPANY NAME:** Bonita Springs Utilities, Inc.

**ADDRESS:** 11860 E. Terry Street, Bonita Springs, FL 34135

**TELEPHONE:** 239-390-4837

**CONTACT PERSON:** Jerry May

**CONTACT E-MAIL ADDRESS:** jmay@bsu.us

**CONSTRUCTION**  
**SPECIAL CONDITIONS**

A. **TERMS OF CONTRACT**

The resulting contract will commence on award and be in effect until completion of the project.

B. **PROHIBITION OF CONTACT**

Under no circumstances should any prospective organization or individual, or anyone acting for or on behalf of a prospective organization or individual, seek to influence or gain the support of any member of the City Council, public official or City staff favorable to the interest of any prospective organization or individual. Likewise, contact with City Council, any public official or city staff against the interests of other prospective organization (s) and or individual(s) is prohibited. Any such activities will result in the exclusion of the prospective organization or individual from consideration by the City.

C. **REFERENCES**

Bidder must submit a minimum of three references on the form provided. Additionally, a signed and dated IRS W-9 form with EIN is required from all vendors.

D. **STATEMENT OF NO BID**

If you will not be bidding on this producer/service, please help us by completing and returning the Statement of No Bid.

E. **BID FORMAT**

The Contract, if awarded, will be awarded on the basis of material and equipment illustrated and described on the Drawings or specified in the Specification. If a substitution or an "or equal" item is proposed, Proposer must submit this information to the City of Naples Purchasing Department ten (10) days prior to the Proposal Date for evaluation as an acceptable substitution or an "or equal" item. If the substitution or the "or equal" item is accepted, the City of Naples will issue an Addendum to all Proposers listing the allowable substitution or the "or equal" item. The cost of changes in related work, additional drawings which may be required to illustrate or define the substitute or "or equal" equipment and its relationship to the other parts or portions of the Work shall be paid by the Contractor. No change will be made in the amount of time in which to complete the Work or in the liquidated damages.

F. **BID SECURITY / BID BOND**

It is the policy of the City of Naples to require a Bid Bond for all construction-related sealed bids estimated to be in excess of \$125,000. A bid bond or equivalent financial security in the amount of five (5) percent of the bid price shall be required and must accompany all bids. The Bid Bond is to be provided by a surety company authorized to do business in the State of Florida or otherwise supplied in a form satisfactory to the City. The bid bond must be submitted with the bid. When the invitation for bids requires a bid bond, noncompliance will result in rejection of the bid.

Note that failure or refusal of the awarded bidder to enter into a contract within twenty (20) calendar days after receipt of said contract will result in damages to the City and bid bond will be forfeited to the City as liquidated damages.

**G. PROPOSAL CONSTRUCTION PERFORMANCE & PAYMENT BONDS**

A Performance and Payment Bond will be required of the Awarded Proposer for any contract that is in excess of \$125,000.00 dollars and will be in an amount equal to 100 (%) percent of the price specified in the Contract.

The bond(s) shall be executed by a surety company authorized to do business in the State of Florida, or otherwise secured in a manner satisfactory to the City for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

Proof of insurance from the successful proposer is required at the time of issuance and award of a contract.

**H. QUESTIONS**

Questions regarding this proposer packet must be received in writing in the Purchasing Division, NO LATER THAN TEN CALENDAR DAYS PRIOR TO THE PROPOSAL CLOSING DATE TO ENSURE AN ANSWER IS PROVIDED PRIOR TO CLOSING.

Direct all questions to:  
Gerald "Jed" Secory, MBA / CPPO / CPM  
Purchasing Manager  
City of Naples, Purchasing Division  
735 8<sup>th</sup> Street South  
Naples, Florida 34102  
PH: (239) 213-7102 FX: (239) 213-7105  
Jsecory@naplesgov.com

**SUBMISSION CHECKLIST**

Bidder should check off each of the following items as completed and submit response:

CHECKLIST ELEMENTS	INCLUDED
<ul style="list-style-type: none"> <li>Submit one (1) original signature and one (1) copy for your original bid proposal / document AND a Windows© compatible PDF of the original document on a CD that is clearly labeled.</li> </ul>	✓
<ul style="list-style-type: none"> <li>Include any required drawings; descriptive literature; qualifications; schedules; product compliance / exceptions; alternatives; questionnaire; references, forms, tabs, pricing/cost; and any information required of the proposer identified in the text of the bid including information for bid evaluation.</li> </ul>	✓
<ul style="list-style-type: none"> <li>Include any delivery information.</li> </ul>	✓
<ul style="list-style-type: none"> <li>Mandatory FORMS from this document to be included are: <u>Cover Sheet</u>, <u>References Sheet</u>, <u>Submission Checklist Sheet</u>, and <u>Cost / BID Schedule</u>.</li> </ul>	✓
<ul style="list-style-type: none"> <li>Have an authorized individual sign the appropriate pages including the <u>Cover Sheet</u> with any bid addendums initialed. Also, examples of vendor contracts used by the City can be found on the Naples Purchasing web site and should be reviewed by the vendor.</li> </ul>	✓
<ul style="list-style-type: none"> <li>Bid proposal / document needs to be received by the OPENING DATE &amp; TIME indicated on the Cover Sheet. The mailing envelope must be addressed to:                      City of Naples                      Purchasing Division                      735 8<sup>th</sup> Street South                      Naples, Florida 34102</li> </ul>	✓
<p>The mailing envelope should be sealed and marked with:                      BID Number:                      BID Title:                      BID Opening Date:</p>	✓

**ALL COURIER DELIVERED PROPOSALS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.**

*At the discretion of the Purchasing Manager, bids or proposals with minor irregularities may be accepted and allowed to be corrected when in the best interest of the City.*

**City of Naples**  
**SPECIFICATIONS**  
**Well Head Improvements**

**Sections:**

- **Overview**
- **Specification General Notes – Exhibit A**
- **Cost Schedule – Exhibit B**
- **Utilities Specifications and Standards Manual – Attachment 1**

**OVERVIEW**

The City of Naples' Golden Gate Well Field consists of 24 submersible production wells. The production wells vary in age from approximately 30 years old to 4 years old. The City has identified eleven (11) of the production wells that are in need of well head improvements. Annually the City budgets funds for the refurbishment of approximately 5 well heads. The City intends to award a multi-year contract for the refurbishment of the eleven (11) wells identified, completing approximately 5 wells per year. This project involves the removal of existing piping, pumps, meters, fittings, and valves; the furnishing and installation of new well head piping, fittings, and valves; the reinstallation of existing items to be reused (pumps, meters, and check valves); and well and piping testing.

The City intends to issue a Notice-to-Proceed annually for the wells to be refurbished each year. The work to be performed under each Notice-to-Proceed shall be commenced within ten (10) calendar days after date of Notice to Proceed and shall be substantially completed within 120 calendar days after the date of this Notice to Proceed, and shall be finally completed within 30 calendar days after the date of substantial completion.

The award contract will be for a 3 year period with 2 one-year renewals (potential total of 5 years). We will also need the language that Justin specifies below included within the specifications so that vendors are made aware of our expectations regarding how long these projects should take during each contractual year.

- Please refer to Exhibit A below – SPECIFICATION GENERAL NOTES
- COST / BID SCHEDULE

**ATTACHMENT 1 - Utilities Specifications and Standards Manual 080113 - 500 plus pages**



EXHIBIT A

# CITY OF NAPLES WELL HEAD IMPROVEMENTS

### GENERAL NOTES

- IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION, DEPTH AND CHARACTER OF ALL UTILITIES PRIOR TO ANY WORK. THE CONTRACTOR SHALL NOTIFY RESPECTIVE UTILITY COMPANIES AS LISTED BELOW AND FIELD VERIFY FOR ACCURACY AND ELEVATIONS OF UTILITIES AT LEAST 48 HOURS IN ADVANCE OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE CAUSED BY HIS OPERATIONS.
  - CITY OF NAPLES WATER WASTE WATER AND SEWER (239) 213-4799
  - FLORIDA POWER & LIGHT (888) 466-9754
  - COMCAST (800) 767-1232
  - ENTRUST (813) 294-6278
  - FLORIDA STATE POWER & LIGHT (888) 466-9754
- IN ADDITION PRIOR TO STARTING WORK THE CONTRACTOR SHALL NOTIFY THE ALL PUBLIC SERVICE AGENCIES INCLUDING POLICE AND FIRE DEPARTMENTS.
- EXISTING UTILITIES AND DIMENSIONS AS SHOWN ARE APPROXIMATE AND MUST BE FIELD VERIFIED BY THE CONTRACTOR. THE EXISTING UTILITIES SHOWN AND LISTED ABOVE SHALL NOT BE CONSIDERED AS FINAL. ANY CHANGES TO UTILITIES IN THE AREA ANY INTERRUPTION OF SERVICE SHALL BE COORDINATED WITH THE OWNER OF THE UTILITY.
- PIPE AND FITTINGS TO BE AS SHOWN ON THE DRAWINGS. ALL FITTINGS SHALL BE DUCTILE IRON PRECAST PIPE, CLASS 30 CONFORMING TO SPECIFICATION 2240. BELOW GRADE FITTINGS SHALL BE 18" MINIMUM ALUMINUM WATER MAINS SHALL BE 18" MINIMUM. FITTINGS SHALL BE APPROVED BY THE OWNER FOR POTABLE WATER USE.
- ALL PIPE AND FITTINGS SHALL BE PRESSURE RATED PER SPECIFICATION SECTION 2240.
- CONTRACTOR SHALL MAINTAIN A MINIMUM HORIZONTAL EDGE TO EDGE SEPARATION OF 18" BETWEEN A MINIMUM VERTICAL WALL TO WALL SEPARATION OF 18" BETWEEN THE PROPOSED WATER MAINS AND WASTEWATER MAINS. WHEN THIS SEPARATION CANNOT BE MAINTAINED, THE WASTEWATER MAIN SHALL BE 12" AND IN CONCRETE. A MINIMUM VERTICAL WALL TO WALL SEPARATION OF 18" SHALL BE MAINTAINED FOR OTHER UTILITIES.
- ALL FITTINGS SHALL HAVE 1/2" MINIMUM COVER. CONTRACTOR SHALL PROVIDE PROPER GRADE ELEVATIONS AND ALIGNMENTS.
- MINIMUM PIPE DEPTHS SHALL NOT EXCEED 60" OR THE MANUFACTURER'S MAXIMUM RECOMMENDATIONS.
- ALL INSTALLED DEVICES SHALL BE SLOPPED AND RESTORED TO MATCH EXISTING BY THE CONTRACTOR PER SPECIFICATION 2240.
- IF IT IS DETERMINED THAT UTILITY POLES REQUIRE WORKING OR RELOCATION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXPENSES ASSOCIATED WITH THIS WORK AND/OR RELOCATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF THE PILING WITHOUT DAMAGING THE EXISTING CITY, STATE OR COUNTY ROADWAY PAVEMENT. (CONSTRUCTION PROJECTS SHALL ACCOMMODATE THIS REQUIREMENT).
- THE CONTRACTOR SHALL NOT PLACE ANY FILL MATERIALS WITHIN A SETTED DITCH OR WETLAND AREA WHEN WORKING ADJACENT TO EITHER TYPE OF AREA.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING UTILITIES, BASE LINES AND IMPACTING. CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING ANY NECESSARY WATERING PERMITS. ALL WATERING SHALL BE IN ACCORDANCE WITH SECTION 2240 OF THE SPECIFICATIONS.
- PROTECT ALL PREPARATION. THE CONTRACTOR MUST BE FULLY FAMILIARIZED WITH THE OVERALL SITE CONDITIONS AND PERFORM ADDITIONAL INVESTIGATIONS AS DETERMINED NECESSARY TO UNDERSTAND THE LIMIT AND DEPTH OF EXISTING MATERIALS. ALL ADJACENT EXISTING MATERIALS AS WELL AS WATERING REQUIREMENTS CLEAN FILL BE REQUIRED FROM OFFSITE, AND MATERIALS TO BE DISPOSED OF OFFSITE. ALL OF WHICH WILL BE THE CONTRACTOR'S RESPONSIBILITY. ANY DELAY, INCONVENIENCE OR EXPENSE CAUSED TO THE CONTRACTOR DUE TO INVESTIGATE EXISTING CONDITIONS SHALL BE THE CONTRACTOR'S RESPONSIBILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING UTILITIES, BASE LINES AND IMPACTING. CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING ANY NECESSARY WATERING PERMITS. ALL WATERING SHALL BE IN ACCORDANCE WITH SECTION 2240 OF THE SPECIFICATIONS.
- WORK HOURS SHALL BE BETWEEN 7:00 A.M. AND 5:00 P.M. MONDAY THROUGH FRIDAY. WORK OUTSIDE OF THESE HOURS SHALL BE APPROVED AT THE WRITTEN DISCRETION OF THE CITY OF NAPLES COMMUNITY DEVELOPMENT DEPARTMENT.
- CONTRACTOR SHALL MAINTAIN TWO LANE TRAFFIC AT ALL TIMES AND ACCESS TO ALL UTILITIES, ROADWAYS, SWALES, ETC. CONSTRUCTION RESTRICTIONS WILL BE COORDINATED WITH THE CITY OF NAPLES COMMUNITY DEVELOPMENT DEPARTMENT. BEFORE ANY PORTION OF THE MAIN WATER IS TO BE PLACED IN SERVICE IT SHALL BE INSPECTED IN ACCORDANCE WITH THE REQUIREMENTS OF A STANDARD 400, AND ITS DISINFECTION SHALL BE DEMONSTRATED BY WATERWORKS LABORATORY. ACCEPTABLE BY THE ENGINEER AND THE COUNTY HEALTH DEPARTMENT. STANDING METHODS FOR THE ANALYSIS OF WATER AND WASTE WATER FOR COLIFORMS SHALL BE IN ACCORDANCE WITH THE STANDARD METHODS FOR THE ANALYSIS OF WATER AND WASTE WATER FOR COLIFORMS GROUP BY AN APPROVED LABORATORY. ACCEPTABLE BY THE ENGINEER AND THE COUNTY HEALTH DEPARTMENT. HAVING JURISDICTION AND THE STATE OF FLORIDA.
- ALL EXPOSED DUCTILE IRON PIPE, FITTINGS AND OPEN ENDS SHALL BE PAINTED IN ACCORDANCE WITH THE CITY OF NAPLES SPECIFICATIONS.
- THE CONTRACTOR SHALL MAINTAIN CONTROL OF ALL APPLICABLE PERMITS AND OBTAIN THE NECESSARY PERMITS AND SHALL BE RESPONSIBLE TO ADHERE TO ALL PERMIT CONDITIONS DURING CONSTRUCTION.
- ALL FITTINGS SHALL BE INSTALLED IN ALL AREAS CONTAINING ADJACENT DRAINAGE, INCLUDING CANALS OR FREEDS.
- FOR ALL MATERIALS, THE CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE TO ADHERE TO ALL PERMIT CONDITIONS DURING CONSTRUCTION.
- DURING CONSTRUCTION, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PERFORM THE WORK IN ACCORDANCE WITH ALL REQUIREMENTS. THE CONTRACTOR'S SIGNATURE APPLIED TO THIS CONTRACT AGREEMENT WITH THE OWNER IS CONSIDERED CERTIFICATION OF CONTRACTOR'S TO SUCH REQUIREMENTS.

### INDEX OF SHEETS

Sheet No.	Description
F-1	Cover and Index
G-1	Location Map
E-1	Existing and Proposed Well Head
D-1	Detail
D-2	Detail

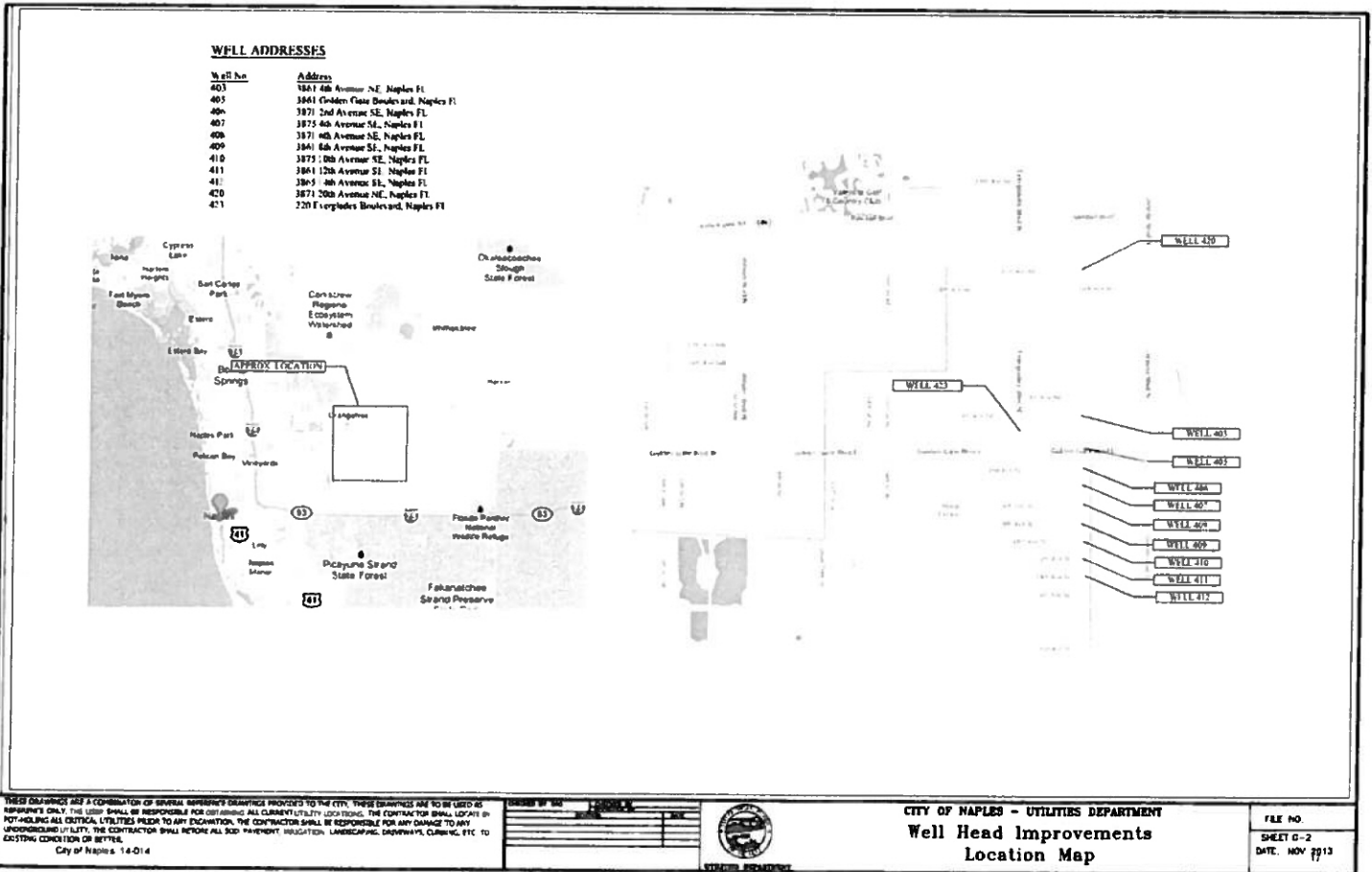
THESE DRAWINGS ARE A COMBINATION OF ORIGINAL AND REVISIONS PROVIDED TO THE CITY. THESE DRAWINGS ARE TO BE USED AS REPRESENTATIVE ONLY. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE TO ADHERE TO ALL PERMIT CONDITIONS DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE TO ADHERE TO ALL PERMIT CONDITIONS DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE TO ADHERE TO ALL PERMIT CONDITIONS DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE TO ADHERE TO ALL PERMIT CONDITIONS DURING CONSTRUCTION.

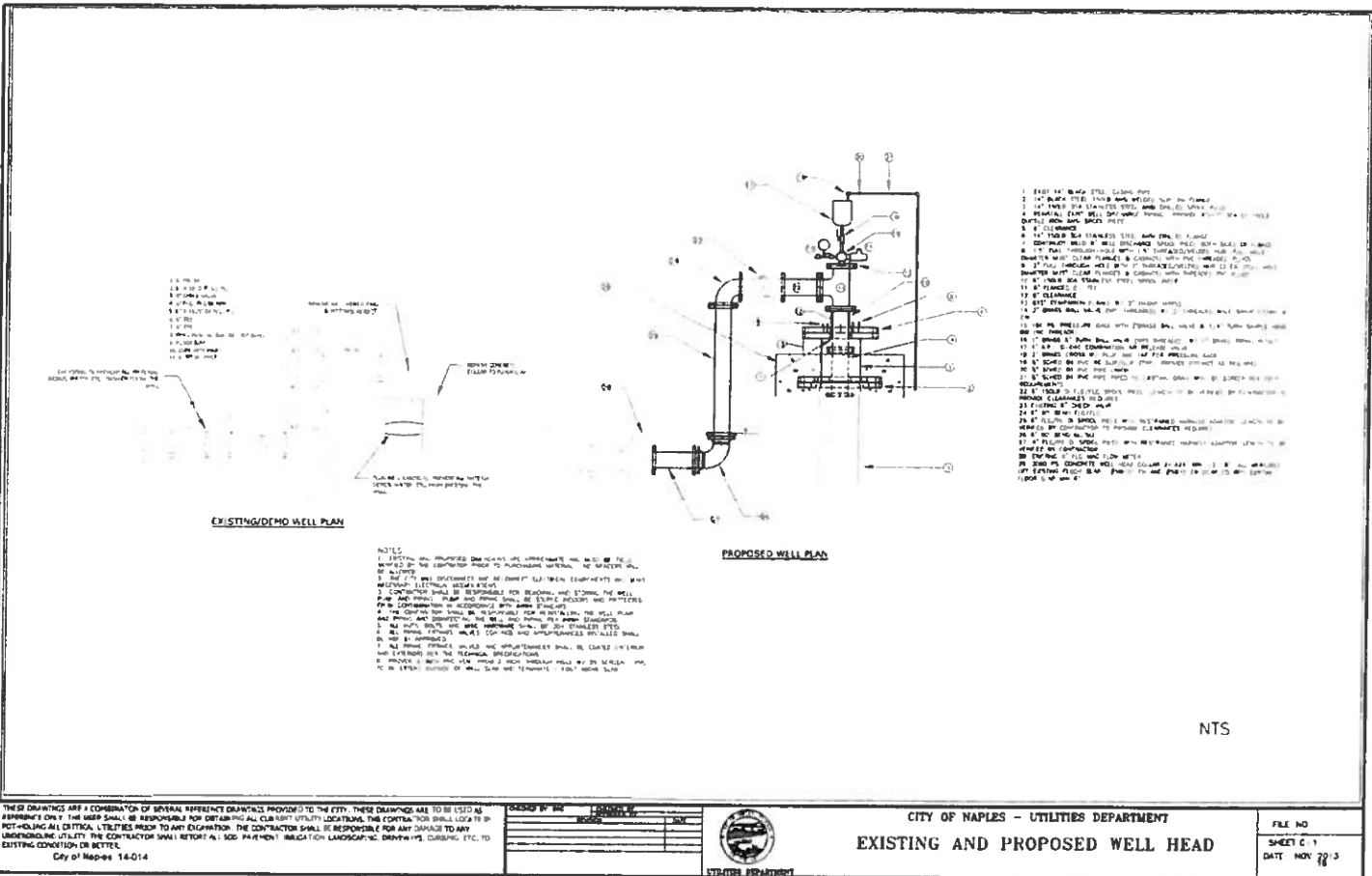
DATE	BY	REVISION

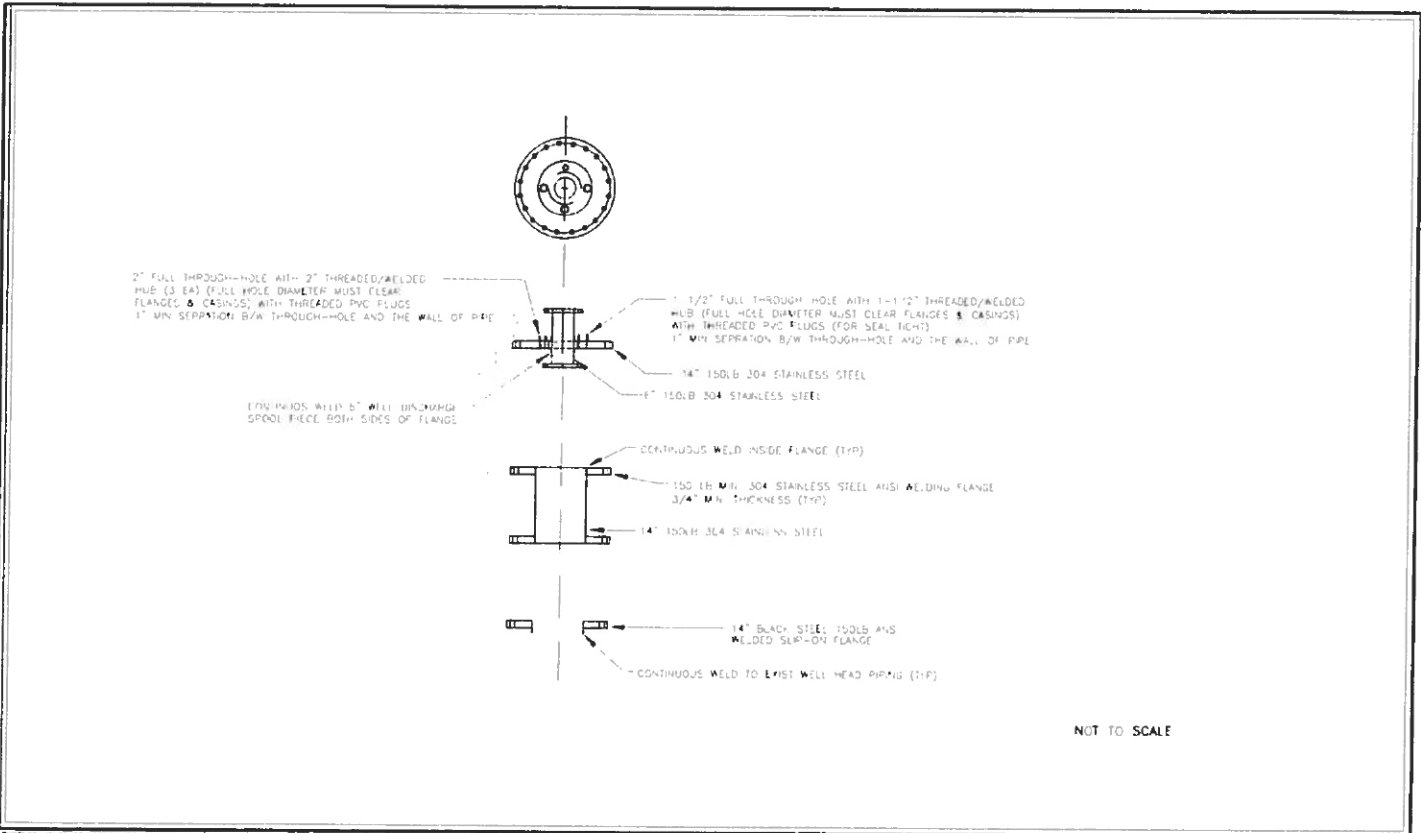


CITY OF NAPLES - UTILITIES DEPARTMENT  
Well Head Improvements  
Cover, General Notes, and Index

FILE NO.  
SHEET 0-1  
DATE NOV 2013







NOT TO SCALE

THESE DRAWINGS ARE A CONSOLIDATOR OF SEVERAL REFERENCE DRAWINGS PROVIDED TO THE CITY. THESE DRAWINGS ARE TO BE USED AS REFERENCE ONLY. THE USER SHALL BE RESPONSIBLE FOR ANY OR ALL DAMAGE TO ANY UNDERGROUND UTILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ANY EXISTING CONDITION OR UTILITY.

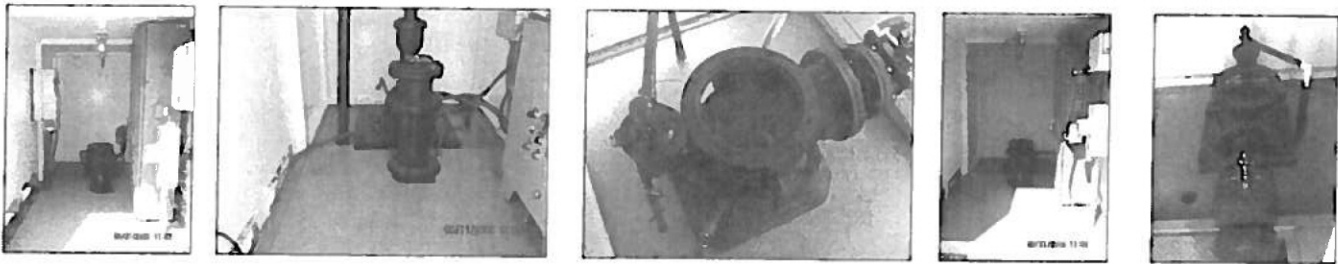
City of Naples 14-014

DATE	BY	CHKD

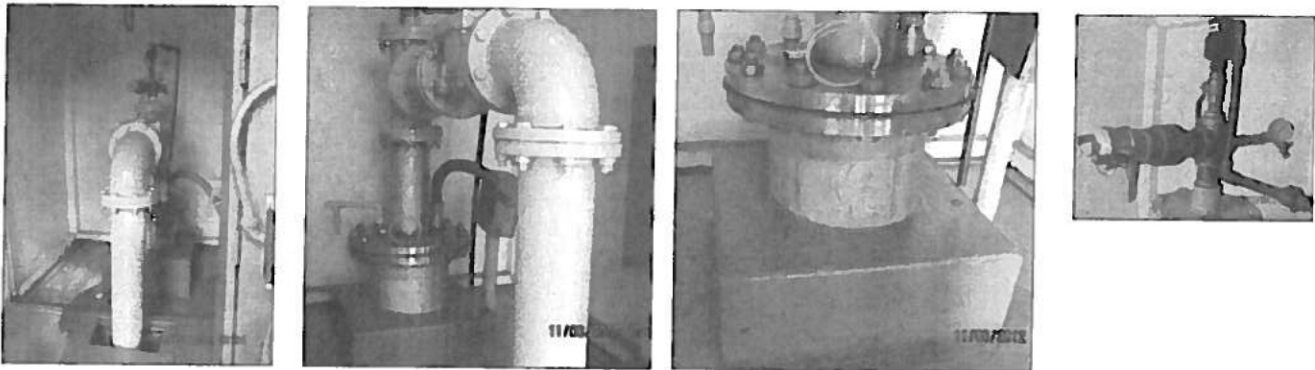


CITY OF NAPLES - UTILITIES DEPARTMENT  
 Well Head Improvements  
 Well Head Detail

FILE NO
SHEET 0-1
DATE NOV 20 13



TYPICAL EXISTING WELLS



TYPICAL COMPLETED WELLS

THESE DRAWINGS ARE A COMBINATION OF SEVERAL REFERENCE DRAWINGS PROVIDED TO THE CITY. THESE DRAWINGS ARE TO BE USED AS REFERENCES ONLY. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL CURRENT UTILITY LOCATIONS. THE CONTRACTOR SHALL LOCATE AND PROTECT ALL EXISTING UTILITIES PRIOR TO ANY EXCAVATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ANY UNDERGROUND UTILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SOI PAYMENT, INSULATION, LANDSCAPING, DRIVEWAYS, ETC., TO EXISTING CONDITION OR BETTER.  
 City of Naples, 14-014

ENGINE BY	DATE
CHECKED BY	DATE
DESIGNED BY	DATE
IN CHARGE	DATE



**CITY OF NAPLES - UTILITIES DEPARTMENT**  
**Well Head Improvements**  
**Well Head Pictures**

FILE NO  
 SHEET D-2  
 DATE DEC 2012

EXHIBIT B

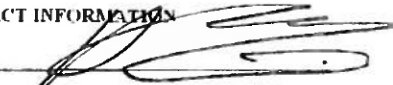
CITY OF NAPLES  
 WELL HEAD IMPROVEMENTS  
 BID SCHEDULE

No.	Description	Unit	Quantity	Unit Price	Total
1	Well Refurbishment	LS	11	\$16,989.00	\$186,879.00
TOTAL					\$186,879.00


1. Price for Well Refurbishment shall include all cost for preparatory work, mobilizing and demobilizing, insurance, permitting, maintenance of traffic, field engineering, construction schedule, shop drawings, preconstruction photography, demolition, disposal, plugging, capping, welding, storing material and equipment (new and existing); removal and reinstallation of pump, piping, and fittings (as applicable); furnishing and installation of new piping and fittings; concrete work, coating, testing, and all other related items as required per the Drawings and Specification, and City of Naples requirements.

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

CONTACT INFORMATION

Company Representative Signature   
 Printed Name and Title Harvey Youngquist, Jr., Vice President  
 Company Name: Youngquist Brothers, Inc.  
 Address: 15465 Pine Ridge Road, Fort Myers, FL 33908  
 Telephone: 239-489-4444  
 Email: bill@youngquistbrothers.com  
 EIN: 59-1836961

Name and Title of individual completing this schedule:

Harvey Youngquist, Jr. Vice President  
 (Printed Name) (Title)  
  
 (Signature) 1/17/14  
 (Date)

**YOUNGQUIST BROTHERS, INC.**  
**Project Reference**  
**YBI Job #201321**

General Information		
Project Name	Location of Project	Project Operator/Engineer
Well Head Improvements	Well 401 - 8th Avenue NE Well 402 - 8th Avenue NE Well 403 - 4th Avenue NE Well 417 - 14th Avenue NE Well 421 - 22nd Avenue NE Well 414- 18th Avenue SE	City of Naples 735 Eighth Street South Naples, FL 34102 Contact: Justin Frederiksen Telephone: (239) 213-4762

Method of Project Delivery	Description of Project		Actual Number of Calendar Days to Complete
	Type, Size and Use	Original Contracted Number of Calendar Days	
Competitive Bid	Well head improvements for 6 of 24 submersible production wells	150	

Completion Date	Cost		Rationale for Change
	Original Bid Price	Final Contract Amount	
July, 2013	\$109,877	\$109,877	

**YOUNGQUIST BROTHERS, INC.**

**Project Reference  
 YBI Job #2010609**

General Information		
Project Name	Location of Project	Project Operator/Engineer
Pinewoods WTP Deep Injection Well Rehabilitation	11950 Corkscrew Road Fort Myers, FL	Lee County BOCC PO Box 398 Fort Myers, FL 33902 Contact: Rand Edelstein, Jr. Telephone: (239) 267-7747
	Owner	Lee County BOCC PO Box 398 Fort Myers, FL 33902 Contact: Rand Edelstein, Jr. Telephone: (239) 267-7747

Method of Project Delivery	Description of Project	
	Type, Size and Use	Actual Number of Calendar Days to Complete
RFQ	Modification and repair of the above ground injection piping attached to the DIW well head	230 Two change orders resulting in contract time extension
	Original Contracted Number of Calendar Days	120

Completion Date	Cost	
	Original Bid Price	Rationale for Change
December, 2010	\$98,500	Brushing of Injection Well added
	Final Contract Amount	\$132,500



**YOUNGQUIST BROTHERS, INC.**  
**Project Reference**  
**YBI Job #013-2**

General Information		
Project Name	Location of Project	Project Operator/Engineer
Bonita Springs Utilities Pump Replacement	WestWater Reclamation Facility 25051 S. Tamiami Trail Bonita Springs, FL 34134	Bonita Springs Utilities 11860 E. Terry Street Bonita Springs, FL 34135 Jerry May (239) 390-4837

Method of Project Delivery	Description of Project		Actual Number of Calendar Days to Complete
	Type, Size and Use	Original Contracted Number of Calendar Days	
Request for Quote	Pull and replace pump/motor		

Completion Date	Cost		Rationale for Change
	Original Bid Price	Final Contract Amount	
December, 2013	\$4,744	\$3,384	material variances

**YOUNGQUIST BROTHERS, INC.**  
**Project Reference**  
**YBI Job # 20111623**

General Information		
Project Name	Location of Project	Project Operator/Engineer
North Wastewater Treatment Plant Deep Injection Well Modifications	3100 NW Hillman Drive Jensen Beach, FL 34954	Wharton-Smith, Inc. 3547 SW Corporate Parkway Palm City, FL 34980-8152 Contact: Philip Mintzer Telephone: 772-283-2944
	Owner	
	Martin County Utilities PO Box 9000 Stuart, FL 34896 Contact: Darrell Schuler Telephone: 772-221-1433	

Method of Project Delivery	Description of Project	
	Type, Size and Use	Actual Number of Calendar Days to Complete
RFP	Modification of one Class I DIW (IW-2) including replacement of existing valves, fittings and piping at the wellhead	110

Completion Date	Cost	
	Original Bid Price	Rationale for Change
February, 2012 Bob Neuffer, Supt.	\$187,450	\$187,450



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/3/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Johnson & Company, 801 N Orange Avenue, Suite 510, Orlando, FL 32801
CONTACT NAME: Heather Riles
PHONE: (407) 843-1120
FAX: (407) 843-5772
E-MAIL: hriles@johnsonandcompany.net
INSURER(S) AFFORDING COVERAGE: American Zurich Insurance Co (40142), American Guarantee & Liab Ins (26247), Qualified Self Insured, AGCS Marine Insurance Company (22837)

COVERAGES CERTIFICATE NUMBER: CL13103009184 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDRESS, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Contractor's Equipment.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER: SAMPLE
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: C Johnson/HRILES (with signature)



Brian D. Gee, Executive Director

October 16, 2013

Ms. Christine Wyatt  
Risk Manager  
Youngquist Brothers, Inc.  
15465 Pine Ridge Road  
Ft. Myers, FL 33908

RE: Youngquist Brothers, Inc. et al  
Certificate of Self-Insurance

Dear Ms. Wyatt:

Attached is a copy of the Certificate of Self-Insurance for Youngquist Brothers, Inc. which has an effective date of November 15, 1988.

The workers' compensation self-insurance authorization is continuous unless and until voluntarily withdrawn or revoked. As of the date of this letter, the self-insurance authorization remains active.

If you have any questions or need any additional information, please feel free to give me a call.

Sincerely,

A handwritten signature in black ink, appearing to read "Jackie Marston", written over a horizontal line.

Jackie Marston  
Self-Insurance Analyst

Enclosure

YoungquistBrosCertOfSI

**CERTIFICATE OF SELF-INSURANCE**

**DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF WORKERS' COMPENSATION  
BUREAU OF MONITORING AND AUDIT  
200 East Gaines Street  
TALLAHASSEE, FL 32399-4224**

**NAME AS STATED ON APPLICATION**

Youngquist Brothers, Inc.

**FED. EMP. IDENT. NUMBER      WC NUMBER      P.O.BOX NO (IF APPLICABLE)**

591836961                      527897

**STREET ADDRESS**

Post Office Box 2030

**CITY**

Ft. Myers

**STATE**

FL

**LOCATION CODE**

**ZIP CODE**

33902

**DATE RECEIVED**

**EFFECTIVE DATE OF SELF-INSURANCE**

November 15, 1988

**POLICY NUMBER**

**CARRIER CODE**

9691

**AGENCY**

**RECEIVING OFFICE**

**INDUSTRY NUMBER**

**NATURE OF BUSINESS**

**INSURED**

**OPERATES AS:**

**I-INDIVIDUAL**

**P-PARTNERSHIP**

**C-CORPORATION**

**X-OTHER**

**LEGAL OWNERS:**

**ADDITIONAL NAMED FLORIDA SELF-INSURERS/ADDITIONAL ADDRESSES**

**COMMENTS**

STATE OF FLORIDA  
SOUTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT  
CERTIFIES THAT

Harvey Youngquist Jr

HAS BEEN DULY LICENSED AS A WATER WELL  
CONTRACTOR IN THE STATE OF FLORIDA

LICENSE NUMBER: 11336

EXPIRATION DATE: July 31, 2015

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK™ PATENTED PAPER

AC#

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
ELECTRICAL CONTRACTORS LICENSING BOARD

SEQ# L12052100814

DATE	BATCH NUMBER	LICENSE NBR
05/21/2012	118187783	EC13004802

The ELECTRICAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2014

YOUNGQUIST, HARVEY BRUCE  
YOUNGQUIST BROTHERS, INC.  
15465 PINE RIDGE ROAD  
FORT MYERS FL 33908

RICK SCOTT  
GOVERNOR

KEN LAWSON  
SECRETARY

DISPLAY AS REQUIRED BY LAW

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK™ PATENTED PAPER

AC# 6135523

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12052100738

DATE	BATCH NUMBER	LICENSE NBR
05/21/2012	118187783	CGC1517866

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2014

YOUNGQUIST, HARVEY BRUCE  
YOUNGQUIST BROTHERS INC  
15465 PINE RIDGE ROAD  
FORT MYERS FL 33908

RICK SCOTT  
GOVERNOR

KEN LAWSON  
SECRETARY

DISPLAY AS REQUIRED BY LAW

Form **W-9**  
(Rev. October 2007)  
Department of the Treasury  
Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

**Youngquist Brothers, Inc.**

Business name, if different from above

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  Exempt payee  
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

**15465 Pine Ridge Road**

City, state, and ZIP code

**Fort Myers, FL 33908**

List account number(s) here (optional)

Requester's name and address (optional)

#### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number  
:  
:  
:

OR

Employer identification number  
59 : 1836961

#### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person ▶

*Christine Felbright*

Date ▶ 1/16/14

#### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

# AIA Document A310™ - 2010

## Bid Bond

**CONTRACTOR:**  
(Name, legal status and address)

Youngquist Brothers, Inc.  
15465 Pine Ridge Road  
Fort Myers, FL 33908

**SURETY:**  
(Name, legal status and principal place of business)

Lexon Insurance Company  
10002 Shelbyville Rd., Suite 100  
Louisville, KY 40223

**OWNER:**  
(Name, legal status and address) City of Naples  
735 Eighth Street South  
Naples, FL 34102

**BOND AMOUNT:** Five Percent of the Amount Bid

(\$ 5% of Bid )

**PROJECT:**  
(Name, location or address, and Project number, if any)  
Well Head Improvements Project

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

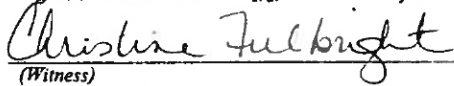
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.



If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

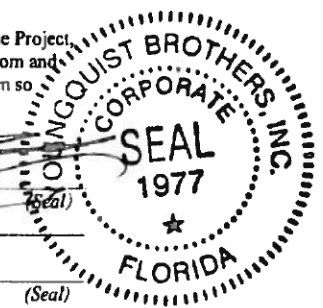
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17th day of January 2014

  
(Witness)

  
(Witness)

Youngquist Brothers, Inc. (Principal)  
  
(Title)  
Lexon Insurance Company (Surety)  
  
(Title) Brook T. Smith  
Attorney-in-Fact



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License # A245912

**FLORIDA DEPARTMENT OF INSURANCE**

BROOK THOMAS SMITH  
Lic. # 400199448  
IS LICENSED TO TRANSACT THE  
FOLLOWING CLASSES OF INSURANCE:  
Nonres. Gen. Lnes (Prop. & Cas. Ins)

**FLORIDA DEPARTMENT OF INSURANCE**

BROOK THOMAS SMITH  
Lic. # 400199448  
IS LICENSED TO TRANSACT THE  
FOLLOWING CLASSES OF INSURANCE:  
Nonres. Gen. Lnes (Prop. & Cas. Ins)

\_\_\_\_\_  
SIGNATURE

A245912

\_\_\_\_\_  
SIGNATURE

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Amendment to the Application of a Foreign Corporation, filed on June 20, 2003, for UNDERWRITERS INDEMNITY COMPANY which changed its name to LEXON INSURANCE COMPANY, a Texas corporation authorized to transact business in Florida, as shown by the records of this office.

The document number of this corporation is F95000006088.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Twenty-fifth day of June, 2003



CR2EO22 (2-03)

*Glenda E. Hood*

Glenda E. Hood  
Secretary of State

**LEXON INSURANCE COMPANY**

Is hereby authorized to transact insurance in the State of Florida.

This certificate signifies that the company has satisfied all requirements of Florida Insurance Code for the issuance of a Property And Casualty Insurer Certificate Of Authority and remains subject to the laws of Florida.

Date of Issuance: January 29, 2004

No. 04 - 760128873



Kevin M. McCarty  
Director of Insurance Regulation



**Florida  
Office  
of Insurance  
Regulation**

POWER OF ATTORNEY

LX- 078525

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint:

Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan,\*\*\*\*\*

Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Jackie C. Koestel, Lynnette Long, Amy Meredith, Deborah Neichter, Sheryon Quinn, Dawson West, Bonnie J. Wortham

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1<sup>st</sup> day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$4,000,000.00 Four Million\*\*\*\*\* dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 21<sup>st</sup> day of September, 2009.



LEXON INSURANCE COMPANY

BY

David E. Campbell  
President

ACKNOWLEDGEMENT

On this 21<sup>st</sup> day of September, 2009, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY L. TAYLOR  
Notary Public- State of Tennessee  
Davidson County  
My Commission Expires 01-09-16

BY

Amy L. Taylor  
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 17<sup>th</sup> Day of January, 20 14.



BY

Andrew Smith  
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

**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 as indicated in Exhibit B-1, which is attached and made part of this Agreement.**

**END OF EXHIBIT B**

EXHIBIT B

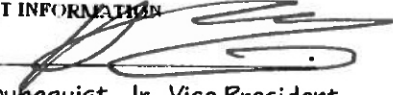
CITY OF NAPLES  
 WELL HEAD IMPROVEMENTS  
 BID SCHEDULE

No.	Description	Unit	Quantity	Unit Price	Total
1	Well Refurbishment	LS	11	\$16,989.00	\$186,879.00
TOTAL					\$186,879.00

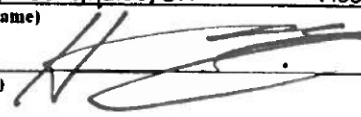
1. Price for Well Refurbishment shall include all cost for preparatory work, mobilizing and demobilizing, insurance, permitting, maintenance of traffic, field engineering, construction schedule, shop drawings, preconstruction photography, demolition, disposal, plugging, capping, welding, storing material and equipment (new and existing); removal and reinstallation of pump, piping, and fittings (as applicable); furnishing and installation of new piping and fittings; concrete work, coating, testing, and all other related items as required per the Drawings and Specification, and City of Naples requirements

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

CONTACT INFORMATION

Company Representative Signature   
 Printed Name and Title Harvey Youngquist, Jr., Vice President  
 Company Name: Youngquist Brothers, Inc.  
 Address: 15465 Pine Ridge Road, Fort Myers, FL 33908  
 Telephone: 239-489-4444  
 Email: bill@youngquistbrothers.com  
 EIN: 59-1836961

Name and Title of individual completing this schedule:

Harvey Youngquist, Jr. Vice President  
 (Printed Name) (Title)  
  
 (Signature) 1/17/14  
 (Date)

## EXHIBIT C

### GENERAL INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

The Certificate must state the bid number and title.

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

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

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

**EXHIBIT D**

**CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS**

The undersigned is the **Vice President of the Youngquist Brothers, Incorporated** company ("the CONTRACTOR"), and hereby certifies to the following:

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

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

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


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

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

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

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

Executed this 28<sup>th</sup> day of January, 2014.

By: 



**ACKNOWLEDGMENT**

STATE OF FLORIDA

COUNTY OF LEE

SWORN TO AND SUBSCRIBED before me this 28<sup>th</sup> day of January, 2014.

The Affiant, Bill Musselwhite, 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 of other identifying number.

Christine Fulbright  
Print Name:

Christine Fulbright  
NOTARY PUBLIC - STATE

OF FLORIDA

Commission Number: EE 205603

My Commission Expires: 10-7-16

(Notary Seal)

