

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

**Bid/Proposal No.**                   **14-033**

**Clerk Tracking No.**            *14-00062*

**Project Name:**                   **Replacement of Sewer Pump Station 6**

THIS AGREEMENT (the "Agreement") is made and entered into this 21<sup>st</sup> day of May, 2014, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Quality Enterprises USA, Incorporated**, a Virginia Corporation, located at: **3894 Mannix Drive, Suite 216; Naples, Florida 34114-5406** (the "CONTRACTOR").

W I T N E S S E T H:

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. 14-033** for provision of those services; and

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

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

**ARTICLE ONE**  
**CONTRACTOR'S RESPONSIBILITY**

1.1. The Services to be performed by CONTRACTOR are generally described as **Replacement of Sewer Pump Station 6** and may be more fully described in the Scope of Services, attached as **EXHIBIT A** and made a part of this Agreement.

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

1.3. The CONTRACTOR agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, 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 employee to serve as the

CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

1.5. The CONTRACTOR has represented to the CITY that it has expertise in the type of services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of practice in the State of Florida, as may be applied to the type of services to be rendered, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by 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, sub-consultants 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 services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONTRACTOR violates the provisions of this paragraph, the CONTRACTOR shall be required to pay damages to the CITY in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

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

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

## **ARTICLE TWO CITY'S RESPONSIBILITIES**

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and

define the CITY's policies and decisions with respect to the CONTRACTOR's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

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

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

2.2. The Project Coordinator shall:

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

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

### ARTICLE THREE TIME

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and **shall be performed and substantial completion of 120 days from the Notice to Proceed and Final Completion of 30 days from Substantial Completion.** Time is of the essence with respect to the performance of this Agreement. **Project must be completed by November 15, 2014** to accommodate a new development. Project Close Out shall be performed within 60 days of Final Completion.

3.2. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONTRACTOR shall notify the CITY in writing within 5 working days after commencement of

such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

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

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

3.5 Liquidated Damages: (N/A) Not applicable to this Agreement.

3.6 Bond. A Payment & Performance Bond with a surety insurer authorized to do business in this state as surety (check) one \_\_\_\_\_ has been recorded in the public records of the County, XXX prior to commencement of work, will be recorded in the public records of the County, or \_\_\_\_\_ is waived.

#### **ARTICLE FOUR COMPENSATION**

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services is **\$302,937.34 that includes a \$70,000.00 CITY controlled Contingency** and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **EXHIBIT B** and made a part of this Agreement.

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

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

#### **ARTICLE SIX INDEMNIFICATION**



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

#### **ARTICLE SEVEN INSURANCE**

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

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

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

#### **ARTICLE NINE WAIVER OF CLAIMS**

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

#### **ARTICLE TEN TERMINATION OR SUSPENSION**

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

10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that the CONTRACTOR was not in default, or that its default was

excusable, or that the CITY otherwise was not entitled to the remedy against the CONTRACTOR provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and the CONTRACTOR's remedies against the CITY shall be the same as and limited to those afforded the CONTRACTOR under paragraph 10.3 below.

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

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

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

#### **ARTICLE TWELVE MODIFICATION**

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

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

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

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

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

Quality Enterprises USA, Incorporated  
3894 Mannix Drive, Suite 216  
Naples, Florida 34114-5406  
Attention: **Louis J. Gaudio**, Vice President

FEI/EIN Number: 54-0947002 (State: VA)

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**.

14.8. To the extent that any provision in the Specifications or any other Contract Documents pertaining to this Project conflict with any provision of this Agreement, this Agreement controls.

#### **ARTICLE FIFTEEN APPLICABLE LAW**

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

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

ATTEST:

CITY:

CITY OF NAPLES, FLORIDA,  
A Municipal Corporation

By: Jessica R. Rosenberg for  
Patricia L. Rambosk, City Clerk

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

Approved as to form  
and legal sufficiency:

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

CONTRACTOR:

Quality Enterprises USA, Incorporated  
3894 Mannix Drive, Suite 216  
Naples, Florida 34114-5406  
Attention: **Louis J. Gaudio**, Vice President  
FEI/EIN Number: 54-0947002 (State: VA)  
A Virginia Corporation

Marcie Cohen  
Witness

By: Louis J. Gaudio

Marcie Cohen  
Printed Witness Name

Its: Vice President

(CORPORATE SEAL)

Services Contract (not Architects/Engineers)

## **EXHIBIT A**

### **SCOPE OF SERVICES**

**The Scope of Services to be provided under this Agreement are included in Exhibit A-1 which is attached and made a part of this Agreement and those set out in the Vendor's Submittal of (ITB) Invitation To Bid No.14-033, titled Replacement of Pump Station 6 herein referenced and made a part of this Agreement.**

This project involves the replacement of Pump Station 6 at the intersection of 1<sup>st</sup> Avenue South and 10<sup>th</sup> Street South within the city of Naples and shall include a new concrete wet well, gravity main piping, force main piping, valves, bypass pumping, dewatering, demolish, and complete restoration.

**END OF EXHIBIT A**



EXHIBIT A

# CITY OF NAPLES PUMP STATION 6 IMPROVEMENT PROJECT

## LOCATED IN SECTION 03, TOWNSHIP 50 SOUTH, RANGE 25 EAST

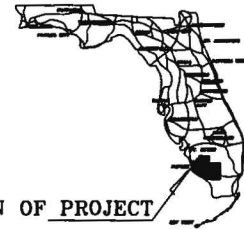
### COLLIER COUNTY, FLORIDA

PLANS PREPARED BY:

**AGNOLI  
 BARBER &  
 BRUNDAGE, INC.**  
 Professional engineers, planners, & land surveyors  
 Collier County Suite 200, 7400 Tamiami Trail, North, Naples, FL 34106 (239) 597-3111  
 Certificate of Authorization Nos. LB 5064 and EB 3064 Fax: (239) 598-2309

PLANS PREPARED FOR:

**CITY OF NAPLES UTILITIES**  
 380 RIVERSIDE CIRCLE  
 NAPLES, FLORIDA 34102  
 PHONE: 239-213-4712



LOCATION OF PROJECT

**SHEET INDEX**

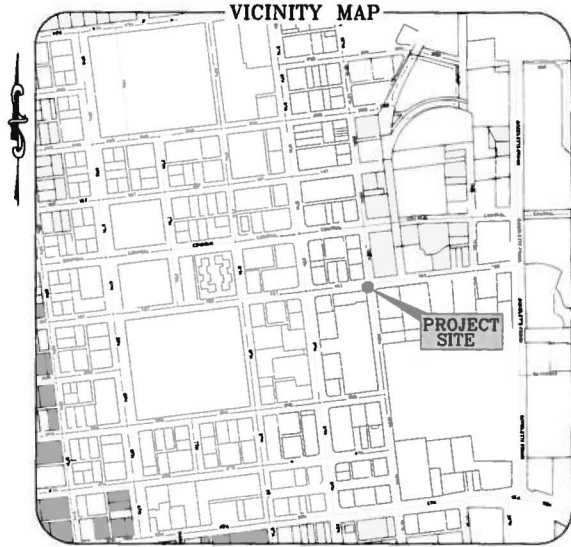
SHEET #	SHEET DESCRIPTION
1	COVER SHEET
2	EXISTING CONDITIONS W/AERIAL
3	MASTER SITE PLAN
4	DEMOLITION & PUMP STATION GRADING PLAN
5	PUMP STATION DETAILS
6	PUMP STATION & EROSION CONTROL DETAILS

**UTILITY PROVIDERS**

<b>FPL</b> 4105 15th Ave. SW Naples, FL 34116 (239) 353-6090	<b>Comcast</b> 301 Tower Road Naples, FL 34113 (239) 417-4795
<b>CenturyLink</b> 3940 Prospect Ave. Naples, FL 34104 (239) 263-6210	<b>City of Naples Utilities</b> 380 Riverside Circle Naples, FL 34102 (239) 231-4745

**LEGEND**

- ELEC DWND — ELEC DWND — ELECTRIC
- ELEC UNWD — ELEC UNWD — ELECTRIC UNWD
- WTR — WTR — WATER
- SANITARY SEWER — SANITARY SEWER
- COMMUNIC/CATV DWND — COMMUNICATION/CATV DWND
- COMMUNIC/CATV UNWD — COMMUNICATION/CATV UNWD
- GAS — GAS — GAS
- — FOUND 5/8" IRON ROD/CAP
- — FOUND CONCRETE MONUMENT
- △ — MISCELLANEOUS SIGNS
- ⊙ — LIGHT POLE
- ⊗ — WATER VALVE
- — WOOD POWER POLE
- ◆ — CONCRETE POWER POLE
- — BACKFLOW PREVENTOR
- — OAK TREE
- ⊙ — SEWER MANHOLE
- ⊙ — SEWER VALVE



VICINITY MAP

MAP NTS



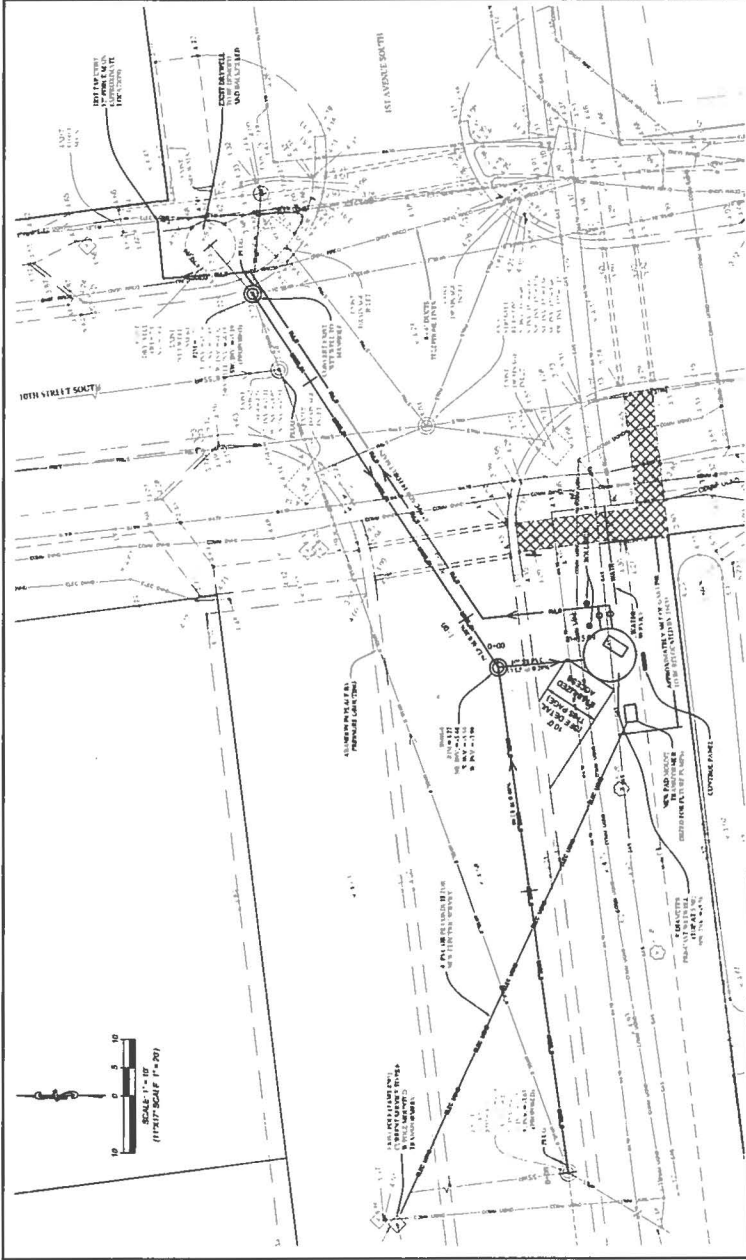
LOCATION MAP

**General Statement of Work**  
 The project involves replacing an existing 1960's era drywell sanitary pump station with a modern designed submersible pump station. Included with the work is the conversion of the wetwell into a manhole and 184' of new gravity line necessary to route flows to the new station and 120' of 6" forcemain. Demolition of the existing facility is also included in the work as specified in the plans. The City of Naples will be purchasing much of the mechanical equipment for this project, a listing of which is included in the contract documents. Contractor is required to provide all other specified materials and labor to provide a complete installation including but not limited to all piping, concrete structures, fill, erosion control, temporary bypass pumping systems, fencing, and power.

SCALE: 1" = 200'  
 (11"x17" SCALE: 1" = 400')

<p><b>CITY OF NAPLES UTILITIES</b>                  380 RIVERSIDE CIRCLE                  NAPLES, FLORIDA 34102                  PHONE: 239-213-4712</p>	<p><b>COVER SHEET</b></p> <p><b>CITY OF NAPLES P.S. 6 IMPROVEMENT PROJECT</b></p> <p>PROJECT NO. 10750-CVR</p> <p>DATE: 11-01-23</p> <p>SHEET 1 OF 6</p> <p>DATE: 10749</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------





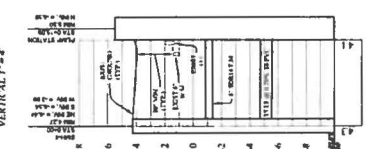
**UTILITIES NOTES:**

1. THE LOCATION OF ALL UTILITIES HAS BEEN DETERMINED FROM THE MOST RECENT RECORDS AVAILABLE TO THE CONTRACTOR. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES IN THE FIELD.
2. CONTRACTOR SHALL VERIFY ALL UTILITIES SHOWN ON THE AS-BUILT RECORDS AND SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE UTILITIES OWNERS.
4. ALL UTILITIES SHALL BE PROTECTED AND SHALL REMAIN UNHARMED THROUGHOUT THE CONSTRUCTION PERIOD.
5. ALL UTILITIES SHALL BE PROTECTED AND SHALL REMAIN UNHARMED THROUGHOUT THE CONSTRUCTION PERIOD.
6. ALL UTILITIES SHALL BE PROTECTED AND SHALL REMAIN UNHARMED THROUGHOUT THE CONSTRUCTION PERIOD.
7. ALL UTILITIES SHALL BE PROTECTED AND SHALL REMAIN UNHARMED THROUGHOUT THE CONSTRUCTION PERIOD.
8. ALL UTILITIES SHALL BE PROTECTED AND SHALL REMAIN UNHARMED THROUGHOUT THE CONSTRUCTION PERIOD.
9. ALL UTILITIES SHALL BE PROTECTED AND SHALL REMAIN UNHARMED THROUGHOUT THE CONSTRUCTION PERIOD.
10. ALL UTILITIES SHALL BE PROTECTED AND SHALL REMAIN UNHARMED THROUGHOUT THE CONSTRUCTION PERIOD.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE UTILITIES OWNERS.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE UTILITIES OWNERS.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE UTILITIES OWNERS.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE UTILITIES OWNERS.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE UTILITIES OWNERS.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE UTILITIES OWNERS.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE UTILITIES OWNERS.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE UTILITIES OWNERS.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE UTILITIES OWNERS.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE UTILITIES OWNERS.

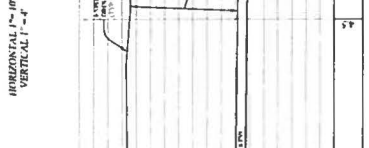
**LEGEND**

- 1. PROPOSED IMPROVEMENTS TO BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF NAPLES STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION.
- 2. EXISTING UTILITIES TO BE PROTECTED AND SHALL REMAIN UNHARMED THROUGHOUT THE CONSTRUCTION PERIOD.
- 3. EXISTING UTILITIES TO BE PROTECTED AND SHALL REMAIN UNHARMED THROUGHOUT THE CONSTRUCTION PERIOD.
- 4. EXISTING UTILITIES TO BE PROTECTED AND SHALL REMAIN UNHARMED THROUGHOUT THE CONSTRUCTION PERIOD.
- 5. EXISTING UTILITIES TO BE PROTECTED AND SHALL REMAIN UNHARMED THROUGHOUT THE CONSTRUCTION PERIOD.
- 6. EXISTING UTILITIES TO BE PROTECTED AND SHALL REMAIN UNHARMED THROUGHOUT THE CONSTRUCTION PERIOD.
- 7. EXISTING UTILITIES TO BE PROTECTED AND SHALL REMAIN UNHARMED THROUGHOUT THE CONSTRUCTION PERIOD.
- 8. EXISTING UTILITIES TO BE PROTECTED AND SHALL REMAIN UNHARMED THROUGHOUT THE CONSTRUCTION PERIOD.
- 9. EXISTING UTILITIES TO BE PROTECTED AND SHALL REMAIN UNHARMED THROUGHOUT THE CONSTRUCTION PERIOD.
- 10. EXISTING UTILITIES TO BE PROTECTED AND SHALL REMAIN UNHARMED THROUGHOUT THE CONSTRUCTION PERIOD.
- 11. EXISTING UTILITIES TO BE PROTECTED AND SHALL REMAIN UNHARMED THROUGHOUT THE CONSTRUCTION PERIOD.
- 12. EXISTING UTILITIES TO BE PROTECTED AND SHALL REMAIN UNHARMED THROUGHOUT THE CONSTRUCTION PERIOD.
- 13. EXISTING UTILITIES TO BE PROTECTED AND SHALL REMAIN UNHARMED THROUGHOUT THE CONSTRUCTION PERIOD.
- 14. EXISTING UTILITIES TO BE PROTECTED AND SHALL REMAIN UNHARMED THROUGHOUT THE CONSTRUCTION PERIOD.
- 15. EXISTING UTILITIES TO BE PROTECTED AND SHALL REMAIN UNHARMED THROUGHOUT THE CONSTRUCTION PERIOD.
- 16. EXISTING UTILITIES TO BE PROTECTED AND SHALL REMAIN UNHARMED THROUGHOUT THE CONSTRUCTION PERIOD.
- 17. EXISTING UTILITIES TO BE PROTECTED AND SHALL REMAIN UNHARMED THROUGHOUT THE CONSTRUCTION PERIOD.
- 18. EXISTING UTILITIES TO BE PROTECTED AND SHALL REMAIN UNHARMED THROUGHOUT THE CONSTRUCTION PERIOD.
- 19. EXISTING UTILITIES TO BE PROTECTED AND SHALL REMAIN UNHARMED THROUGHOUT THE CONSTRUCTION PERIOD.
- 20. EXISTING UTILITIES TO BE PROTECTED AND SHALL REMAIN UNHARMED THROUGHOUT THE CONSTRUCTION PERIOD.

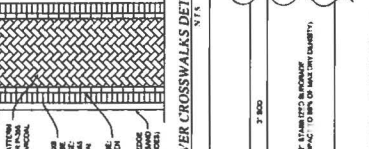
**HORIZONTAL 1" = 4'**



**HORIZONTAL 1" = 4'**



**VERTICAL 1" = 4'**



**VERTICAL 1" = 4'**

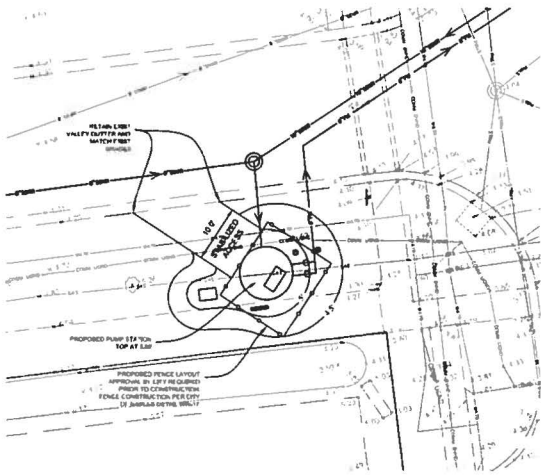


PROPOSED PUMP STATION PROFILE

EX SMH-3 TO EX DRY WELL STA 0+00 TO 1+79.69

1:40

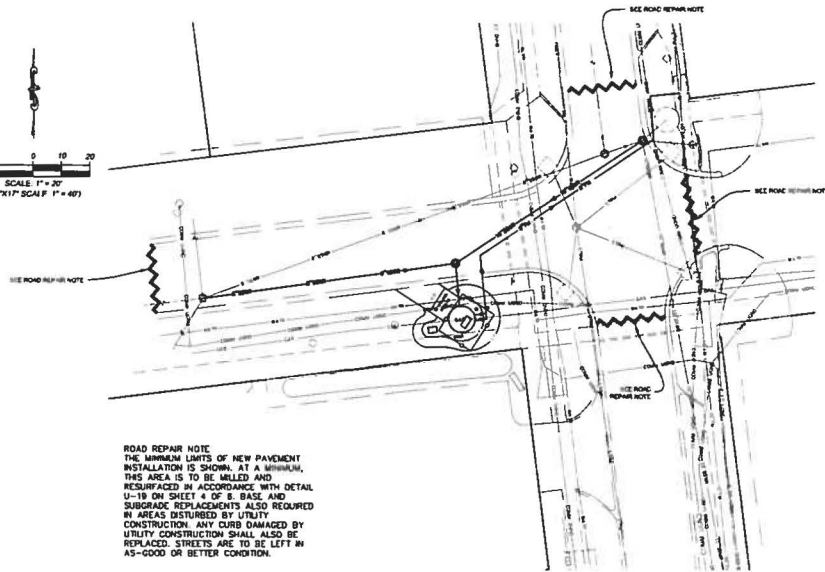
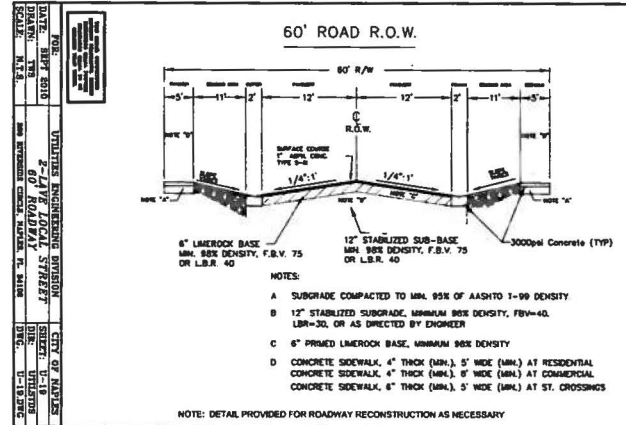
<p><b>CITY OF NAPLES UTILITIES</b> 380 REVERSIDE CIRCLE NAPLES, FLORIDA 34102 PHONE: 239-213-7172</p>	<p><b>MASTER SITE PLAN</b></p>	<p><b>10749-MST</b> SHEET 3 OF 6 DATE: 10/7/19</p>
-------------------------------------------------------------------------------------------------------------------	--------------------------------	----------------------------------------------------------------



**PUMP STATION GRADING PLAN  
 W/PROPOSED FENCE**

SCALE: 1" = 10'  
 (11"X17" SCALE: 1" = 20')

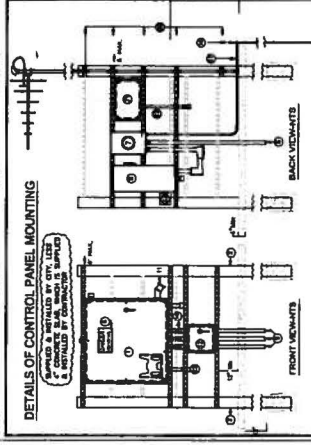
SCALE: 1" = 20'  
 (11"X17" SCALE: 1" = 40')



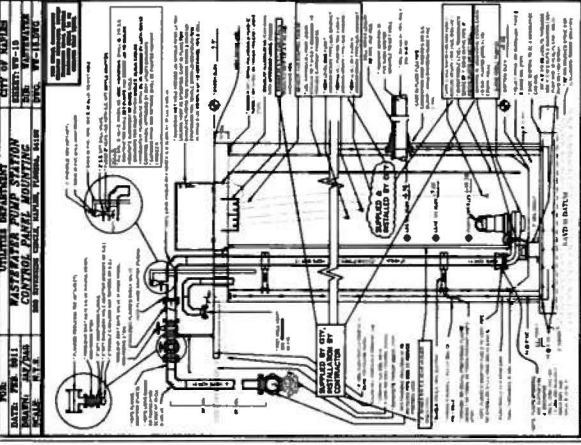
**ROAD REPAIR NOTE**  
 THE MINIMUM LIMITS OF NEW PAVEMENT INSTALLATION IS SHOWN. AT A MINIMUM, THIS AREA IS TO BE MILLED AND RESURFACED IN ACCORDANCE WITH DETAIL U-19 ON SHEET # OF S. BASE AND SUBGRADE REPLACEMENTS ALSO REQUIRED IN AREAS DISTURBED BY UTILITY CONSTRUCTION. ANY CURB DAMAGED BY UTILITY CONSTRUCTION SHALL ALSO BE REPLACED. STREETS ARE TO BE LEFT IN AS-GOOD OR BETTER CONDITION.

**ROAD REPAIR LIMITS DETAIL**  
 NTS

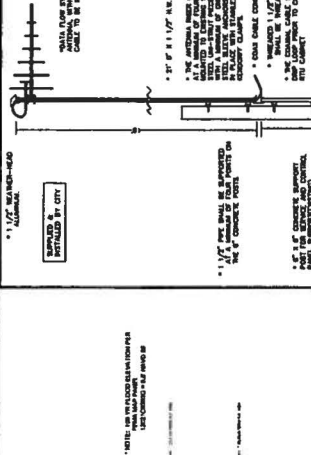
QUALITY ENGINEERING USA, INC. PROFESSIONAL ENGINEERS & SURVEYORS 380 RIVERSIDE CIRCLE NAPLES, FLORIDA 34102 PHONE: 239-213-7172	CITY OF NAPLES UTILITIES IMPROVEMENT PROJECT DEMOLITION & PUMP STATION GRADING PLAN
DESIGNED BY: JLD CHECKED BY: BJA DRAWN BY: JLD DATE: 11/11/13	PROJECT NO: 10749-MST ASB PROJECT # 11-0123 PLAN VIEW LAYOUT P 4 SHEET 4 OF 6 Sheet Title P 10749



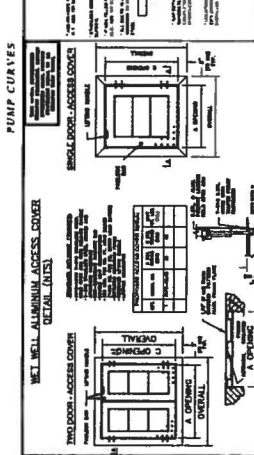
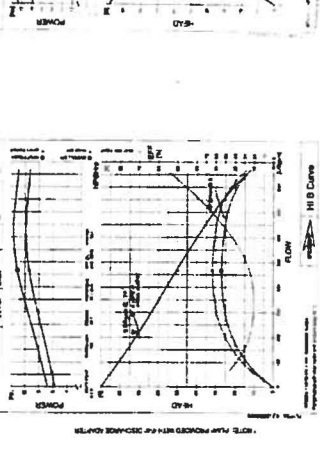
**UNIVERSITY WATERWORKS**  
**WESTWATER PUMP STATION**  
**CONTROL PANEL MOUNTING**  
 DATE: 08/11/11  
 DRAWN: J. L. BROWN  
 CHECKED: J. L. BROWN  
 CITY OF NAPLES  
 WATER DEPARTMENT  
 380 RIVERSIDE CIRCLE  
 NAPLES, FLORIDA 34102  
 PHONE: 239-213-4712



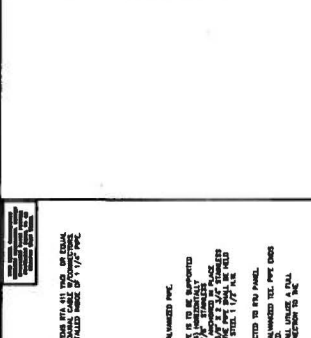
**UNIVERSITY WATERWORKS**  
**WESTWATER PUMP STATION**  
**CONTROL PANEL MOUNTING**  
 DATE: 08/11/11  
 DRAWN: J. L. BROWN  
 CHECKED: J. L. BROWN  
 CITY OF NAPLES  
 WATER DEPARTMENT  
 380 RIVERSIDE CIRCLE  
 NAPLES, FLORIDA 34102  
 PHONE: 239-213-4712



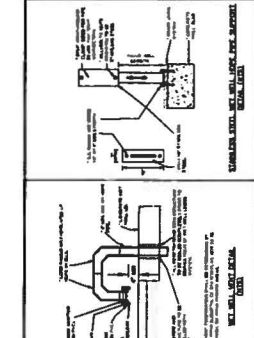
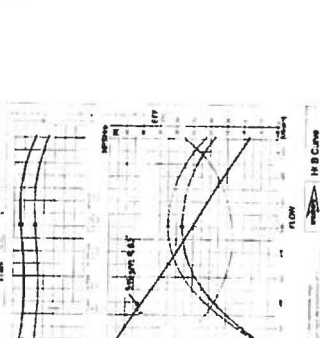
**UNIVERSITY WATERWORKS**  
**WESTWATER PUMP STATION**  
**CONTROL PANEL MOUNTING**  
 DATE: 08/11/11  
 DRAWN: J. L. BROWN  
 CHECKED: J. L. BROWN  
 CITY OF NAPLES  
 WATER DEPARTMENT  
 380 RIVERSIDE CIRCLE  
 NAPLES, FLORIDA 34102  
 PHONE: 239-213-4712



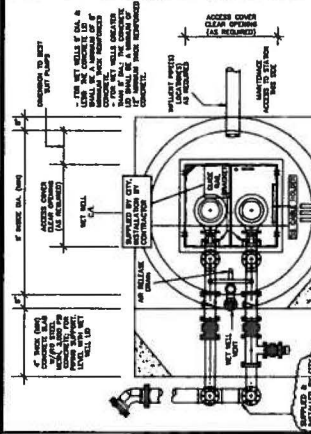
**UNIVERSITY WATERWORKS**  
**WESTWATER PUMP STATION**  
**CONTROL PANEL MOUNTING**  
 DATE: 08/11/11  
 DRAWN: J. L. BROWN  
 CHECKED: J. L. BROWN  
 CITY OF NAPLES  
 WATER DEPARTMENT  
 380 RIVERSIDE CIRCLE  
 NAPLES, FLORIDA 34102  
 PHONE: 239-213-4712



**UNIVERSITY WATERWORKS**  
**WESTWATER PUMP STATION**  
**CONTROL PANEL MOUNTING**  
 DATE: 08/11/11  
 DRAWN: J. L. BROWN  
 CHECKED: J. L. BROWN  
 CITY OF NAPLES  
 WATER DEPARTMENT  
 380 RIVERSIDE CIRCLE  
 NAPLES, FLORIDA 34102  
 PHONE: 239-213-4712



**UNIVERSITY WATERWORKS**  
**WESTWATER PUMP STATION**  
**CONTROL PANEL MOUNTING**  
 DATE: 08/11/11  
 DRAWN: J. L. BROWN  
 CHECKED: J. L. BROWN  
 CITY OF NAPLES  
 WATER DEPARTMENT  
 380 RIVERSIDE CIRCLE  
 NAPLES, FLORIDA 34102  
 PHONE: 239-213-4712



**UNIVERSITY WATERWORKS**  
**WESTWATER PUMP STATION**  
**CONTROL PANEL MOUNTING**  
 DATE: 08/11/11  
 DRAWN: J. L. BROWN  
 CHECKED: J. L. BROWN  
 CITY OF NAPLES  
 WATER DEPARTMENT  
 380 RIVERSIDE CIRCLE  
 NAPLES, FLORIDA 34102  
 PHONE: 239-213-4712

**Notes and Specifications**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF NAPLES SPECIFICATIONS FOR WATERWORKS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF NAPLES.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUMP STATION.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE CONTROL PANEL.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PIPING.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE ELECTRICAL SYSTEM.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE CONCRETE STRUCTURE.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE SURROUNDING AREA.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE ENVIRONMENT.

**PUMP STATION SPECIFICATIONS**

ITEM	DESCRIPTION	QUANTITY	UNIT
1	Vertical Pump	1	EA
2	Control Panel	1	EA
3	Electrical Conduits	100	FT
4	Pipes	100	FT
5	Valves	10	EA
6	Flanges	10	EA
7	Welding	100	LB
8	Paint	100	GA
9	Concrete	100	CU YD
10	Rebar	100	LB

**UNIVERSITY WATERWORKS**  
**WESTWATER PUMP STATION**  
**CONTROL PANEL MOUNTING**  
 DATE: 08/11/11  
 DRAWN: J. L. BROWN  
 CHECKED: J. L. BROWN  
 CITY OF NAPLES  
 WATER DEPARTMENT  
 380 RIVERSIDE CIRCLE  
 NAPLES, FLORIDA 34102  
 PHONE: 239-213-4712



<p><b>CITY OF NAPLES UTILITIES</b> 380 RIVERSIDE CIRCLE NAPLES, FLORIDA 34102 PHONE 239-413-4712</p>	<p><b>CONSTRUCTION DETAILS &amp; EROSION CONTROL DETAILS</b></p>	<p><b>10749-DET</b> DATE: 11-01-23 DRAWN BY: J. LUTHERY CHECKED BY: J. LUTHERY SCALE: AS SHOWN</p>	<p><b>SHEET 6 OF 6</b> DATE: 10/14/19</p>
------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------	-----------------------------------------------

**NOTES:**

1. BEDDING & MANHOLES SHALL NOT CONTAIN ORGANICS OR ROCKS OVER ONE INCH.
2. ALL MANHOLES SHALL BE CONSTRUCTED WITH PRECAST CONCRETE MANHOLES.
3. ALL MANHOLES SHALL BE CONSTRUCTED WITH PRECAST CONCRETE MANHOLES.
4. ALL MANHOLES SHALL BE CONSTRUCTED WITH PRECAST CONCRETE MANHOLES.

PROJECT NO.	10749-DET	CITY OF NAPLES
DATE	11-01-23	UTILITIES ENGINEERING DIVISION
DRAWN BY	J. LUTHERY	Backfill - Pavement Roadways
CHECKED BY	J. LUTHERY	Backfill - Pavement Roadways
SCALE	AS SHOWN	Backfill - Pavement Roadways

**NOTES:**

1. SANITARY SEWER LINES ON FORCE MAINS SHALL BE SEPARATED FROM WATER MAINS BY ALL CROSSINGS WITH VERTICAL CLEARANCE LESS THAN 12" SHALL BE MADE USING 18" CLEAR DISTANCE SHALL NOT BE REDUCED IN CASES WHERE WATER MAIN CROSSINGS UNDER SANITARY LINE.
2. VERTICAL CLEARANCE LESS THAN 12" SHALL NOT BE ALLOWED UNLESS APPROVED BY THE CITY ENGINEER.

PROJECT NO.	10749-DET	CITY OF NAPLES
DATE	11-01-23	UTILITIES ENGINEERING DIVISION
DRAWN BY	J. LUTHERY	Standard Pre-Cast Manhole
CHECKED BY	J. LUTHERY	Standard Pre-Cast Manhole
SCALE	AS SHOWN	Standard Pre-Cast Manhole

**NOTES:**

1. USF, TYPE 400 40 ASTM - A88 CLASS 30 TOP OF COVER TO BE FLUSH WITH ADJACENT UNFINISHED GRADE.
2. NON-PENETRATING PICK HOLES.

PROJECT NO.	10749-DET	CITY OF NAPLES
DATE	11-01-23	UTILITIES ENGINEERING DIVISION
DRAWN BY	J. LUTHERY	Standard Manhole Cover Detail
CHECKED BY	J. LUTHERY	Standard Manhole Cover Detail
SCALE	AS SHOWN	Standard Manhole Cover Detail

**Water Service & Backflow Device**

**REPAIR & WATER SERVICE INSTALLATION FOR A WATER MAIN PUMP STATION**

**GENERAL NOTES:**

1. ALL PIPING FOR WATER MAINS SHALL BE MADE OF GALVANIZED STEEL.
2. ALL PIPING FOR SANITARY SEWERS SHALL BE MADE OF 12" DIA. 150 LB. PRESSURE RATED PVC.
3. ALL PIPING FOR SANITARY SEWERS SHALL BE MADE OF 12" DIA. 150 LB. PRESSURE RATED PVC.
4. ALL PIPING FOR SANITARY SEWERS SHALL BE MADE OF 12" DIA. 150 LB. PRESSURE RATED PVC.

PROJECT NO.	10749-DET	CITY OF NAPLES
DATE	11-01-23	UTILITIES ENGINEERING DIVISION
DRAWN BY	J. LUTHERY	Water Service & Backflow Device
CHECKED BY	J. LUTHERY	Water Service & Backflow Device
SCALE	AS SHOWN	Water Service & Backflow Device

**NOTES:**

1. BEDDING & MANHOLES SHALL NOT CONTAIN ORGANICS OR ROCKS OVER ONE INCH.

PROJECT NO.	10749-DET	CITY OF NAPLES
DATE	11-01-23	UTILITIES ENGINEERING DIVISION
DRAWN BY	J. LUTHERY	Backfill - Pavement Roadways
CHECKED BY	J. LUTHERY	Backfill - Pavement Roadways
SCALE	AS SHOWN	Backfill - Pavement Roadways

**NOTES:**

1. SANITARY SEWER LINES ON FORCE MAINS SHALL BE SEPARATED FROM WATER MAINS BY ALL CROSSINGS WITH VERTICAL CLEARANCE LESS THAN 12" SHALL BE MADE USING 18" CLEAR DISTANCE SHALL NOT BE REDUCED IN CASES WHERE WATER MAIN CROSSINGS UNDER SANITARY LINE.
2. VERTICAL CLEARANCE LESS THAN 12" SHALL NOT BE ALLOWED UNLESS APPROVED BY THE CITY ENGINEER.

PROJECT NO.	10749-DET	CITY OF NAPLES
DATE	11-01-23	UTILITIES ENGINEERING DIVISION
DRAWN BY	J. LUTHERY	Standard Pre-Cast Manhole
CHECKED BY	J. LUTHERY	Standard Pre-Cast Manhole
SCALE	AS SHOWN	Standard Pre-Cast Manhole

**SOIL DROP INLET PROTECTION**

**NOTES:**

1. AFTER THE CONTINUING DRAINAGE AREA HAS BEEN DETERMINED, THE PROTECTION SHALL BE INSTALLED TO PROTECT THE DRAINAGE AREA FROM EROSION.

PROJECT NO.	10749-DET	CITY OF NAPLES
DATE	11-01-23	UTILITIES ENGINEERING DIVISION
DRAWN BY	J. LUTHERY	Drop Inlet Protection
CHECKED BY	J. LUTHERY	Drop Inlet Protection
SCALE	AS SHOWN	Drop Inlet Protection

**TEMPORARY SEDIMENT TRAP**

**CROSS SECTION**

**STONE SECTION**

**SECTION AA**

**TYPICAL CROSS SECTION**

PROJECT NO.	10749-DET	CITY OF NAPLES
DATE	11-01-23	UTILITIES ENGINEERING DIVISION
DRAWN BY	J. LUTHERY	Sediment Trap
CHECKED BY	J. LUTHERY	Sediment Trap
SCALE	AS SHOWN	Sediment Trap

**EXHIBIT B**

**BASIS OF COMPENSATION**

**As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis as indicated in Exhibit B-1, which is attached and made part of this Agreement. The CITY is adding a separate \$70,000.00 CITY controlled Contingency to the issuance of this Agreement making the total amount of the Agreement at \$302,937.34.**

**Retainage: (N/A) Not applicable to this Agreement.**

**END OF EXHIBIT B**

**EXHIBIT B - REVISED COST SCHEDULE**

City of Naples Pump Station 6

Bid Tabulation

Bid Date: 4/21/14

Item	Description	Quantity	Unit	Unit Price	Total
1	Contractor mobilization, demobilization, bonding, insurance	1	LS	18,400.00	18,400.00
2	Pre-construction Video and Post-construction Video	1	LS	1,725.00	1,725.00
3	Temporary Bypass Pumping System	1	LS	11,500.00	11,500.00
4	Maintenance of Traffic	1	LS	8,912.50	8,912.50
5	Demolition and disposal of drywell and vault piping, antenna, electrical, etc. Cut off chimney, breach bottom of station shell and backfill, restore natural grade.	1	LS	5,750.00	5,750.00
6	Maintain record drawings / survey	1	LS	2,300.00	2,300.00
7	8" PVC gravity sewer main	90	LF	165.26	14,873.40
8	10" PVC gravity sewer main	94	LF	168.99	15,885.06
9	6" PVC SDR14 force main	120	LF	125.35	15,042.00
10	6x12 hot tap	1	EA	5,704.00	5,704.00
11	Concrete manhole	1	EA	6,468.75	6,468.75
12	Convert exist wetwell to sanitary manhole	1	LS	2,783.00	2,783.00
13	Wetwell piping, above ground piping, fittings, adaptors, plug & check valves	1	LS	30,038.00	30,038.00
14	Sitework - fill, grading, limerock, bollards, etc.	1	LS	12,592.50	12,592.50
15	Restoration including sodding, roadway replacement, curbs and any other item disturbed by this construction not otherwise listed herein.	1	LS	14,763.13	14,763.13
16	Silt fence/erosion control	1	LS	575.00	575.00
17	New Electric Service, FPL coordination, fees, etc.	1	Allowance	6,000.00	\$ 6,000
18	Access Driveway	1	Allowance	5,000.00	\$ 5,000
19	New concrete wetwell and appurtenant equipment not being supplied by City	1	LS	48,875.00	48,875.00
20	Water Main Relocation	1	LS	5,750.00	5,750.00
21					
<b>Total Bid</b>					<b>\$232,939.34</b>

**Measurement and Payment for above items:**

- Item 1 Paid for on a lump sum basis including all mobilization costs. If for unforeseen circumstances it is required for the contractor to de-mobilize completely or in part, remobilization will be paid for as a percentage of this amount.
- Item 2 Pre-construction video of the project and surrounding private property shall be taken a maximum of 48 hours prior to construction commencement. Pre construction video will be paid for at 50% of this fee. Post construction video will be taken at the owners acceptance of final completion. DVD's of each video will be supplied to owner.

**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 Quality Enterprises USA, 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 9<sup>th</sup> day of May, 2014.

By:   
Louis J. Gaudio, Vice President



**ACKNOWLEDGMENT**

STATE OF Florida

COUNTY OF Collier

SWORN TO AND SUBSCRIBED before me this 9th day of May, 2014.

The Affiant, Louis J. Gaudio, is [ X ] 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.

Marcie L. Cohen

Print Name:



NOTARY PUBLIC – STATE  
OF Florida

Commission Number: FF 070688

My Commission Expires: 2/11/18

(Notary Seal)

