



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

NOTIFICATION DATE:	TITLE Water Treatment Plant Vacuum Filter Replacement Project	NUMBER:	OPENING DATE & TIME:
01/03/13		017-13	01/31/13 2:00 PM
PRE-BID DATE, TIME AND LOCATION: A non-mandatory pre-bid meeting will be held at 10:00 AM local time on January 16, 2013 at the City of Naples Water Treatment Plant located at 1000 Fleischmann Boulevard, Naples FL 34102			
NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL:			
MAILING ADDRESS:			
CITY-STATE-ZIP:			
PH:		EMAIL:	
FX:		WEB ADDRESS:	
AUTHORIZED SIGNATURE		DATE	
		PRINTED NAME/TITLE	
<p>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.</p>			
<small>Please initial by all that apply</small> <small>I acknowledge receipt of the following addendum</small> <small>_____ Addendum #1 _____ Addendum #2 _____ Addendum #3 _____ Addendum #4</small>			

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 8th 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 _____

Name and Title of individual completing this form:

(Printed Name) (Title)

(Signature) (Date)

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.

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, Bidder must submit this information to the City of Naples Purchasing Department ten (10) days prior to the Bid 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 Bidders 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 PERFORMANCE & PAYMENT BONDS

A Bid Security Bond shall be submitted with the final bid, if the total bid is greater than \$125,000.00, in an amount equal to at least five percent (5%) of the total amount of the final bid, or the equivalent in the form of a certified check or money order made payable to the City of Naples, Florida. Upon the award of the bid to the successful proposer, both bid performance bond and the payment bond will be required in the amount of one hundred percent (100%) of the price specified in the contract. **Also proof of insurance from the successful proposer is required at the time of award as well.**

G. QUESTIONS

Questions regarding this bidder packet must be received in writing in the Purchasing Division, **NO LATER THAN TEN CALENDAR DAYS PRIOR TO THE BID**

CLOSING DATE TO ENSURE AN ANSWER IS PROVIDED PRIOR TO CLOSING.

Direct all questions to:

Greg Givens, Grants and Purchasing Coordinator

City of Naples, Purchasing Division

735 8th Street South

Naples, Florida 34102

PH: (239) 213-7100 FX: (239) 213-7105

ggivens@naplesgov.com

SCOPE OF SERVICES & PRICE/BID SCHEDULE

A. OVERVIEW

The City of Naples' Water Treatment Plant (WTP) is a 30 MGD lime softening plant. The facility dewateres lime sludge with a vacuum filter system manufactured by Eimco. The plant consists of two units that have exceeded their design life and are in need of replacement. The City's WTP was built between 1959 and 1979 with the vacuum filter system being installed in 1979. Johnson Engineering, Inc. was contracted to develop specifications for the project consisting of the removal and disposal of the vacuum filter system; the purchase, installation, and testing of the new vacuum filter system.

B. DESCRIPTION OF WORK

Description of Work: All work for the Project shall be constructed in accordance with the Drawings and Specifications prepared by Johnson Engineering, Inc. and the proposed improvements will be awarded, if award is made, and constructed under one Contract. Bids shall be submitted to furnish, deliver and install all materials, equipment and services, including labor, for the Work defined herein.

C. CONSTRUCTION PLANS AND EXISTING CONDITIONS

Construction Plans and Existing Conditions: Plans and conditions are attached as Attachments 1 and 2 and are additionally available as follows:

A. Plans may be viewed at no charge in the City Purchasing Division, 735 8th Street S., Naples, Florida 34102, weekdays between the hours of 8:00 A.M. and 4:30 P.M., holidays excepted.

B. Plans may be downloaded from the City of Naples website.

<http://fl-naples.civicplus.com/bids.aspx>

D. BID FORMAT

The bid form is available as part of the Bid Package (Section I). The City of Naples retains the right to award a contract based on all, a portion, or none of the costs.

The Contract, if awarded, will be awarded on the basis of material and equipment illustrated and described on the Drawings or specified in the Specifications. If a substitution or an "or equal" item is proposed, Bidder must submit this information to the City of Naples Purchasing Department ten (10) days prior to the Bid 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 Bidders 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. If Bidder fails to circle one of the listed manufacturers then the manufacturer identified as "A" shall be furnished.

E. TERMS OF CONTRACT

All work included in the Contract Documents shall be substantially complete within two hundred forty (240) days and finally complete within two hundred seventy (270) days after the date when Contract Times commence to run.

Contractor shall pay Owner one thousand dollars (\$1,000) per day for each day that expires after the specified Contract Time.

F. PRE-BID MEETING

A non-mandatory pre-bid meeting will be held at 10:00 AM local time on January 16, 2013 at the City of Naples Water Treatment Plant located at 1000 Fleischmann Boulevard, Naples FL 34102.

G. 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.

H. BID PERFORMANCE & PAYMENT BONDS

A Bid Security Bond shall be submitted with the final bid, if the total bid is greater than \$125,000.00, in an amount equal to at least five percent (5%) of the total amount of the final bid, or the equivalent in the form of a certified check or money order made payable to the City of Naples, Florida. Upon the award of the bid to the successful bidder, both bid performance bond and the payment bond will be required in the amount of one hundred percent (100%) of the price specified in the contract. Also proof of insurance from the successful bidder is required at the time of award as well.

I. BID PACKAGE / PRICE SCHEDULE

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

<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
	BASEBID				
1	Mobilization/Demobilization	LS	1		
2	General Requirements	LS	1		
3	Vacuum Filter System Replacement	LS	1		
4	City Controlled Contingency	LS	1	\$40,000.00	\$40,000.00
	BASE BID TOTAL				
	ALTERNATE				
1 ALT	Mobilization/Demobilization	LS	1		
2 ALT	General Requirements	LS	1		
3 ALT	Vacuum Filter System Replacement	LS	1		
4 ALT	City Controlled Contingency	LS	1	\$40,000.00	\$40,000.00
	ALTERNATE BID TOTAL				

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

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

3. Price for Vacuum Filter System Replacement shall include all costs for furnishing and installing a complete and operable system consisting of two skid mounted vacuum pumps, two skid mounted drum filters, and associated electrical control panels and shall include demolish, removal, and disposal, of existing appurtenances as required per the Drawings, Specifications, and City of Naples requirements. The work includes replacement of doors, door hardware, all piping within building foot print, all piping attached to building, all piping within 5 feet of building foot print, all valves within building foot print , all valves within 5 feet of building foot print,

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

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

3 ALT. Price for SS Vacuum Filter System Replacement shall include all costs for furnishing and installing a complete and operable system consisting of two skid mounted vacuum pumps, two skid mounted drum filters, and associated electrical control panels and shall include demolish, removal, and disposal, of existing appurtenances as required per the Drawings, Specifications, and City of Naples requirements. The work includes replacement of doors, door hardware, all piping within building foot print, all piping attached to building, all piping within 5 feet of building foot print, all valves within building foot print , all valves within 5 feet of building foot print.

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

List any substitutes as agreed to pursuant to Section D.

Company Name _____ PH _____

Name and Title of individual completing this form:

(Printed Name) (Title)

(Signature)

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: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

CONTACT E-MAIL ADDRESS: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

CONTACT E-MAIL ADDRESS: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

CONTACT E-MAIL ADDRESS: _____

SUBMISSION CHECKLIST

Bidder should check off each of the following items as the necessary action is completed:

CHECKLIST ELEMENTS	INCLUDED
<ul style="list-style-type: none"> • Original and one (1) copy of bid document have been submitted. 	
<ul style="list-style-type: none"> • Any required drawings; descriptive literature; schedules; alternatives; questionnaire; references, pricing/cost; and any information required of bidder identified in the text of the bid, etc. have been included. 	
<ul style="list-style-type: none"> • Any delivery information required is included. 	
<ul style="list-style-type: none"> • Complete and include this form with your bid document. Do not forget to have an authorized individual sign in the appropriate pages. 	
<ul style="list-style-type: none"> • The bid document has been signed in original on the cover page with any bid addendums initialed. 	
<p>The mailing envelope has been addressed to: City of Naples Purchasing Division 735 8th Street South Naples, Florida 34102</p>	
<p>The mailing envelope should be sealed and marked with: BID Number BID Title Closing Date</p>	

Exhibit A – SPECIFICATIONS

Please note there is additional information in separate documents; Attachments 1 and 2.

Section 1 Vacuum Filters and Equipment Eimco Water Technologies/Ovivo 6'-0 x 8'-0 Vacuum Drum Filter Specification

Description of System

- A. The Vacuum filter equipment shall be designed and manufactured to accept an input of thickened calcium carbonate sludge, typical of South Florida water plants and dewater the acceptance of sludge to dry cake, containing no greater than 40 percent moisture and suitable for dump truck disposal when operating in a process optimized condition. One (1) vacuum filter shall be provided as specified in this section.

Qualifications

- A. The equipment to be furnished hereunder shall be the standard products of a MANUFACTURER who has had at least ten (10) years of experience in the design and construction of continuous medium belt type vacuum filters, and has had not less than five (5) installations of equipment generally similar to that specified in successful operation outside his own works for a period of not less than five (5) years. The MANUFACTURER shall be prepared to demonstrate to the engineers from operating installations that all mechanical features and appurtenances of the equipment including media alignment mechanisms and washing devices will operate satisfactorily for the purpose intended. The MANUFACTURER shall also be able to show experience and operating installations for dewatering lime softening from similar type treatment plants in the State of Florida for five (5) years. Filter shall be an Ovivo belt filter as manufactured by the Ovivo USA, LLC. , Salt Lake City, Utah.
- B. A single supplier shall be responsible for furnishing, adjusting, and testing the complete vacuum filtration system as shown on the Drawings and specified herein.

General

- A. As part of each vacuum filter dewatering system, the following equipment shall be furnished by the filter MANUFACTURER, who shall be responsible for their proper operation:
 1. One Vacuum Filter;
 2. One Vacuum Receiver;
 3. One Filtrate Pump;
 4. One Vacuum Pump;
 5. One common platform based on which items 2,3 and 4 above will be mounted and piped. The platform equipment shall be arranged in a width not to exceed the door opening as shown on the Drawings.
- B. The CONTRACTOR shall also be required to furnish and install a sludge discharge chute as shown on the Drawings.

Materials

- A. All Structural steel shall conform to “Standard Specifications for Structural Steel for Bridges and Building,” Designation A-7 or A-36, of the American Society for Testing Materials, as amended to date.

- B. All iron castings shall be gray iron, meeting ASTM Specifications A48 Class 40 and shall have a minimum tensile strength of 40,000 psi.
- C. Welding shall conform to the latest standards of American Welding Society.
- D. Type 304 stainless steel anchor bolts shall be furnished for attaching the mechanism parts to the concrete.

Vacuum Filters

- A. The CONTRACTOR shall furnish and install the vacuum filters in the accordance with the details shown on the Drawings. The vacuum filter shall be of continuous cloth medium type having a drum diameter of 6 feet 0 inches, a face length of 8 feet 0 inches and a filter drum area off 150 square feet. The filter tank will be constructed of 3/16-inch steel plate with heavy duty external supporting frame of welded construction. The tank will be provided with trunnion stuffing boxes for operation at 55 to 60 percent circumferential drum submergence.
- B. The filter drum deck will be 3/16-inch steel plate protected from corrosion by a coating applied to sandblasted surfaces. Drum heads will be 3/16-inch steel plate and will employ steel gussets with steel head flanges. The entire drum loading will be carried by trunnions through the drum heads without deflection. Two (2) manholes, one for each head, with gasketed steel cover will be provided for access to the drum interior.
- C. The drum deck will be furnished with polypropylene drainage grids of the snap-in type. The channels of the drainage grid will ensure rapid drainage of filtrate.
- D. The Drum deck will be divided into 14 or more sections by stainless steel division strips and end rings, designed to ensure that each section is sealed from the adjoining section.
- E. Drum piping will be sized so that the total pressure drop across any section will not exceed 2 inch Hg at any time. All internal piping will be 1-1/4-inch schedule 40 steel pipe, welded construction.
- F. Drum trunnions will be of steel or close-grained gray cast iron. The trunnion bearings will be of the cast iron journal type with the drive end bearing cast integrally with the drive Housing. The Drum worm gearing and drive gearing will be enclosed in cast iron oil-tight housing and will operate in an oil bath. Oil level and drainage plugs will be included in the casting.
- G. The filter will have one cast iron filter Hy-flow valve assembly located on the non-drive end of the filter. Cast iron valve with thermoplastic wear plate, valve support assembly, two (2) multiplex connectors and two (2) vacuum gauges.
- H. Filter drive unit will be variable-speed motor drive direct-connected. The filter drum is driven by an adjustable frequency drive system with a Eurodrive reducer. A 5 HP AC variable frequency drive is connected to the drum with speed control at the control panel. The drive end trunnion bearing is integral with the drive housing and provided with replaceable Micarta liners for the 12 inch diameter drum trunnion.
- I. The filter tank will be equipped with an agitator with steel angle rake frame. Angel rake blades shall be welded to the agitator frame parallel to the drum surface and spaced to the overlap the travel of the adjacent blade. The agitator frame and rakes shall be coated. The agitator shall be driven through a crank arm assembly mounted within the tank and frame. The crank shaft shall be driven by 1.5 (minimum) hp variable speed assembly. The agitator will normally operate between 6 and 18 cycles per minute. Crank arm bearings will be of the self-aligning, anti-friction type. The agitator crank arm assembly shall be totally enclosed by metal guards.
- J. The discharge assembly shall be of multiple roll type having not less than three (3) rolls to provide for belt removal, aligning and return to filter drum. Rolls shall be type 304 stainless steel.

- K. All rolls shall operate in anti-friction bearings. The belt take-up device shall be fully protected from splash, with scale to indicate a travel of 12 inches (minimum). A 304 stainless steel de-mooning bar shall be provided. Filter cloth alignment will be maintained by a special belt guidance system.
- L. A steel wash trough shall be provided to span the full distance between the belt discharge mechanism end frames. One (1) 4-inch flange connection will be provided at the bottom of the wash trough for drainage. Not less than three (3) wash pipes with spray nozzles to give complete washing to both sides of the belt after the cake discharge shall be provided. The wash trough interior, wash baffle and end frames shall be coated.
- M. A 6 inch drain shall be provided for the filter vat.

Filter Belts

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

Combination Vacuum Receiver and Filtrate Pump

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

Vacuum Pump

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

Lime Sludge Dewatering Control Panel (SDCP)

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

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

Construction

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

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

Painting

- A. All submerged mild steel shall be coated by either sandblasting to 5 SPC – SPC 20, primed with 4 mils of Tnemec 20-1211 Pota-pox primer finished with 6 mils of Tnemec 20-2000 Pota-Pox epoxy-polyamide or two coats (12 dry mils) Of an epoxy-phenolic coating, suitable for potable water service.
- B. The vacuum filter and accessories shall receive before shipment a shop coat of primer compatible with the finish paint as per MANUFACTURER's recommendations.
- C. Field painting is specified under Painting, Section 09900.

Inspection And Testing

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

END OF SECTION

Section 2 Rotary Vacuum Drum Filter With Belt Discharge

0.1 GENERAL

A. Scope:

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

B. Supplier:

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

C. Design Criteria:

Location: City of Naples WTP
Service/Use: Lime softening sludge dewatering
Operating hours per day: 6-8 hrs / day

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

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

D. Design Details of the filter

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

Filter drum:

Diameter: 6'-0"

Length: 8'-0"

Area: 150 ft²

Number of sectors: 12

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

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

Drum drive:

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

Minimum speed (rpm): 0.125

END OF SECTION

Exhibit B – MEASUREMENTS AND PAYMENT

MEASUREMENT AND PAYMENT

Applies only to City of Naples Utilities Projects and Utilities Portions of City of Naples Stormwater, Streets and Traffic Projects, but not to Private Developments

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Explanation and Definitions
- B. Measurement
- C. Payment
- D. Schedule of Values

1.2 EXPLANATION AND DEFINITIONS

- A. The following explanation of the Measurement and Payment for the Bid Schedule items is made for information and guidance. The omission of reference to any item in this description shall not, however, alter the intent of the Bid Schedule or relieve the CONTRACTOR of the necessity of furnishing such as a part of the Contract. Measurement and payment for all Contract Items shall be made in accordance with this section or as modified by the Supplemental Terms and Conditions.

1.3 MEASUREMENT

- A. The quantities set forth in the Bid Schedule are approximate and are given to establish a uniform basis for the comparison of bids. The CITY reserves the right to increase or decrease the quantity of any class or portion of the work during the progress of construction in accord with the terms of the Contract.

1.4 PAYMENT

- A. Make payment for the items listed on the Bid Schedule on the basis of the work actually performed and completed, such work including but not limited to, the furnishing of all necessary labor, materials, equipment, transportation, clean up, restoration of disturbed areas, and all other appurtenances to complete the construction and installation of the work as shown on the drawings and described in the specifications.
- B. Unit prices are used as a means of computing the final figures for bid and Contract purposes, for periodic payments for work performed, for determining value of additions or deletions and wherever else reasonable.

1.5 SCHEDULE OF VALUES

- A. Approval of Schedule: Submit for approval a preliminary schedule of values, in duplicate, for all of the Work. Prepare preliminary schedule in accordance with the Supplemental Terms and Conditions. Submit preliminary schedule of values within 10 calendar days after the Effective Date of the Agreement. Submit final schedule of values in accordance with the Supplemental Terms and Conditions.
- B. Format: Identify each line item with number and title of the major specification items. Identify site mobilization, bonds and insurance. Include within each line item, a direct proportional amount of CONTRACTOR's overhead profit.
- C. Revisions: With each Application for Payment, revise schedule to list approved Change Orders.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 MEASUREMENT AND PAYMENT

- A. Make payment on the basis of work actually performed completing each item in the Bid, such work including, but not limited to, the furnishing of all necessary labor, materials, equipment, transportation, cleanup, and all other appurtenances to complete the construction and installation of the work to the configuration and extent as shown on the drawings and described in the specifications. Payment for each item includes compensation for cleanup and restorations. Cost of cleanup and surface restorations (including pavement replacement) will be considered as the percentage retained in accordance with the Contract Documents, and complete payment will not be made until cleanup, restorations and as-builts are completed.
 - 1. Mobilization/Demobilization: Payment for Mobilization/Demobilization shall include all cost for preparatory work and operations in mobilizing and demobilizing for beginning/ending work, including movement of personnel, equipment, supplies and incidentals to/from the project site, and any other pre and/or post construction expense necessary for the work.
 - 2. General Requirements: Payment for General Requirements shall include all costs for insurance requirements, administrative costs, permitting (less City permitting fees), field engineering, construction schedules, construction photographs, shop drawings, temporary facilities, safety, and first aid supplies, sanitary and other facilities (as required by specifications), and all other related items as required to complete the proposed work, per the Drawings, Specifications, and City of Naples requirements.

3. Vacuum Filter System Replacement: Payment for Vacuum Filter System Replacement shall include all costs for furnishing and installing a complete and operable system consisting of two skid mounted vacuum pumps, two skid mounted drum filters, and associated electrical control panels and shall include demolish, removal, and disposal, of existing appurtenances as required per the Drawings, Specifications, and City of Naples requirements. The work includes replacement of doors, door hardware, all piping within building foot print, all piping attached to building, all piping within 5 feet of building foot print, all valves within building foot print, all valves within 5 feet of building foot print.

1ALT Mobilization/Demobilization: Payment for Mobilization/Demobilization shall include all cost for preparatory work and operations in mobilizing and demobilizing for beginning/ending work, including movement of personnel, equipment, supplies and incidentals to/from the project site, and any other pre and/or post construction expense necessary for the work.

2ALT General Requirements: Payment for General Requirements shall include all costs for insurance requirements, administrative costs, permitting (less City permitting fees), field engineering, construction schedules, construction photographs, shop drawings, temporary facilities, safety, and first aid supplies, sanitary and other facilities (as required by specifications), and all other related items as required to complete the proposed work, per the Drawings, Specifications, and City of Naples requirements.

3ALT SS Vacuum Filter System Replacement: Payment for SS Vacuum Filter System Replacement shall include all costs for furnishing and installing a complete and operable system consisting of two skid mounted vacuum pumps, two skid mounted stainless steel drum filters, and associated electrical control panels and shall include demolish, removal, and disposal, of existing appurtenances as required per the Drawings, Specifications, and City of Naples requirements. The work includes replacement of doors, door hardware, all piping within building foot print, all piping attached to building, all piping within 5 feet of building foot print, all valves within building foot print , all valves within 5 feet of building foot print.

- B. Prior to submitting first monthly Application for Payment, Contractor shall submit to Engineer, for review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the Engineer, this schedule of values shall be used as the basis for the Contractor's monthly Applications for Payment.
- C. Prior to submitting first monthly Application for Payment, Contractor shall submit to The City a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.
- D. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the City in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the City has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other

arrangements to protect the City's interest therein, all of which shall be subject to the City's satisfaction.

Contractor shall submit six (6) copies of its monthly Application for Payment to the Engineer on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Engineer shall either:

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

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

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

3.2 PAYMENTS WITHHELD

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

3. Failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment;

4. Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;

5. Reasonable indication that the Work will not be completed within the Contract Time;

6. Unsatisfactory prosecution of the Work by the Contractor; or

7. Any other material breach of the Contract Documents.

B. If these conditions in Subsection 5.1 are not remedied or removed, the City may, after three (3) days written notice, rectify the same at Contractor's expense. The City also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor whether relating to or arising out of this Agreement or any other agreement between Contractor and the Engineer.

3.3 FINAL PAYMENT

A. The City shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by both the City and the Engineer in accordance with Section 20.1 herein provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished the City with any and all documentation that may be required by the Contract Documents and the City.

B. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the City arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the City shall be deemed to be a waiver of the City's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Engineer at the time of final inspection.

END OF SECTION