

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

**Bid/Proposal No.** 16-011

**Clerk Tracking No.** 16-00008

**Project Name:** (WWTP) Wastewater Treatment Plant Reclaim Pump Upgrade

THIS AGREEMENT (the "Agreement") is made and entered into this 20th day of January 2016 by and between the **City of Naples**, a Florida municipal corporation, (the "CITY") and **A.C. Schultes of Florida, Inc.**, a Florida Profit Corporation, located at: **11865 US Highway 41 South; Gibsonton, Florida 33534** (the "CONTRACTOR").

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. 16-011** 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 the CONTRACTOR are generally described as **(WWTP) Wastewater Treatment Plant Reclaim Pump Upgrade** 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. The 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 the 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 the CONTRACTOR hereunder, and the 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 completed by December 31, 2016 with a (60) sixty day Project Close Out timeframe.** Time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONTRACTOR shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

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

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

3.5 Liquidated Damages: 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 must be completed by the contract dates specified within the Notice to Proceed for construction. Should CONTRACTOR fail to complete the project within this timeframe, daily liquidated damages in an amount of \$250.00 per day will be assessed.

XXX 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, or

XXX prior to commencement of work, will be recorded in the public records of the County, or

       is waived or,

       is not applicable to this Agreement.

#### **ARTICLE FOUR COMPENSATION**

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services is not to exceed **\$210,000.00 that includes a \$30,000.00 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.

5.2 The CONTRACTOR shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the established cost of the CITY or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.
- (e) Promptly notify the CITY of any public records request.

**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. The 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:

A. C. Schultes of Florida, Inc.  
11865 US Highway 41 South  
Gibson, Florida 33534  
Attention: **Gregory Schultes**, Vice President  
FEI/EIN Number: On File

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 care commensurate with that which is imposed upon persons or firms in contractor's profession.

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.

14.9 Dispute Resolution. Disputes under this Agreement shall be resolved through mutual consultation between the parties within 14 days after notice; and failing resolution through mutual consultation, through mediation within 30 days thereafter; and failing mediation, through Arbitration under the Florida Arbitration Code, by a single arbitrator. If the parties cannot agree on a mediator or arbitrator, within 14 days of failure of the previous method, they shall request the Chief Judge of the 20<sup>th</sup> Judicial Circuit to appoint a mediator, or an arbitrator, as the case may be. Time periods are waivable by mutual agreement of the parties, but shall not exceed 90 days for completion of the processes described herein, unless by mutual agreement. Costs of the mediator or arbitrator shall be shared equally.

14.10 Attorneys' fees. Except as otherwise provided herein, each party shall be responsible for its own attorneys' fees.

## **ARTICLE FIFTEEN APPLICABLE LAW**

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

**END OF ARTICLE PAGE**

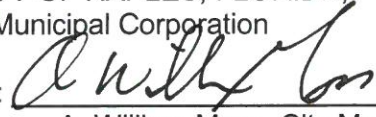
IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:

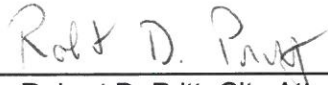
By:   
Patricia L. Rambosk, City Clerk

**CITY:**

CITY OF NAPLES, FLORIDA,  
A Municipal Corporation

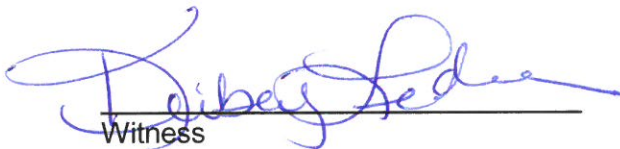
By:   
A. William Moss, City Manager

Approved as to form  
and legal sufficiency:

By:   
Robert D. Pritt, City Attorney

**CONTRACTOR:**

A. C. Schultes of Florida, Inc.  
11865 US Highway 41 South  
Gibsonton, Florida 33534  
Attention: **Gregory Schultes**, Vice President

  
Witness

Kimberly Hodesma  
Witness Printed Name

By: 

Printed Name: Gregory Schultes

Title: Vice President

FEI/EIN Number: On File  
A Florida Profit Corporation (FL)

(CORPORATE SEAL)

## **EXHIBIT A**

### **SCOPE OF SERVICES**

**The Scope of Services to be provided under this Agreement are included in Attachment A-1 which is attached and made a part of this Agreement and those set out in the Bid, any Addendum(s) issued and Vendor's Submittal of (ITB) Invitation To Bid No.16-011, titled Wastewater Treatment Plant Reclaim Pump Upgrade herein referenced and made a part of this Agreement.**

**END OF EXHIBIT A**

## SECTION 01010

### PROJECT SUMMARY & SPECIFICATIONS

1. PURPOSE:

The intent of this Project and specifications is to outline the requirements for the required equipment, materials, and services to be supplied to the City of Naples Wastewater Treatment Plant.

2. SCOPE OF WORK:

Remove existing #4 350 HP Reclaim Pump, Motor, and Pipe-works; provide and install a new #4 600 HP Pump, Motor, 16" Pipe-works, and full startup services as defined in the specifications and attachments herein.

3. SPECIFIED MOTOR:

A. The #4 Motor to be replaced as defined below and specified herein shall be US Motor/Nidec Motor Corporation; Vertical Motor, Weather Protected Type I; Frame 5000VPH, VP, VPA; Basic Type – RV as shown in Attachment A-01 herein; or "Approved Equal"

- 1). If a bidder chooses to propose an alternate motor as "Approved Equal"; the bidder must clearly note this on their bid proposal and provide all necessary data sheets and dimension drawings with their proposal for the proposed motor, so that City staff can assure that the proposed motor meets all specifications herein, and can be considered "Approved Equal". Consideration of "Approved Equal" status is at the sole discretion of City staff.
- 2). All working parts of the motors, such as bearings, wearing rings, shaft sleeves, motor windings, etc., shall be of standard dimensions such that parts will be interchangeable between like units, and such that the Owner may at any time in the future obtain replacement and repair parts for those furnished in the original machine. All parts shall be properly stamped for identification and location in the machines as shown on the assembly drawings in the instruction books furnished.

B. MOTOR - GENERAL

- 1). Motor for the pump shall be of the vertical, squirrel cage induction type.
- 2). Motor must be designed to accept all thrust loads imposed by pump during starting, running, and stopping.
- 3). Motor shall be built in accordance with latest NEMA, IEEE, ANSI and AFBMA standards where applicable.
- 4). Motor shall be designed for use with Solid State VFD Motor Controller and shall be premium efficiency and inverter duty.
- 5). Motor shall be as manufactured by U.S. Motors, or approved equal.

### C. MOTOR – PERFORMANCE REQUIREMENTS

- 1). Motor shall be rated 230/460 volts, 3 phase, 60 Hertz.
- 2). Motor shall have a minimum 1.15 service factor.
- 3). Motor shall be free of objectionable noise and vibration. Vibration level measured on the bearing housing shall be in accordance with values shown in NEMA Standards.
- 4). Maximum temperature rise of the motor windings shall not exceed 80°C as measured by resistance, when motor is operated continuously at rated horsepower, rated voltage and frequency in ambient air temperature of 40°C.

### D. MOTOR – TEST REQUIREMENTS

- 1). All motors shall be completely assembled at the factory and shall be given routine tests conducted in accordance with NEMA Standards MG1-20.46 and MG 1-20.47; by a Manufacturer's Authorized Testing Agency or Authorized Service & Test Center, which includes the following tests:
  - a). No load current.
  - b). Winding resistance.
  - c). High potential dielectric tests.
  - d). Bearing inspection.
- 2). Copies of the test results for each motor shall be certified by a Manufacturer's Authorized testing Agency or Authorized Service & Test Center. The test results shall be furnished to the City Utility Engineer/Project Manager for review before delivery of the motors.

### E. MOTOR – CONSTRUCTION

- 1). Motor frame and end shields shall be heavy fabricated steel or cast iron of such design and proportions as to hold all motor components rigidly in proper position and provide adequate protection for the type of enclosure employed. Openings for ventilation shall be uniformly spaced around the motor frame. Motor frames shall be designed to allow continuous operation in outside locations exposed to full weather conditions without potential to internal damages.
- 2). Space heaters shall be provided to operate on 120 volt, single phase power. Leads shall be brought out to a terminal block enclosed in a NEMA 12 accessory box. Motors shall be provided with a metallic foil or plastic warning label with red background and white letters which has the following legend: "WARNING -ELECTRICAL SHOCK HAZARD, Motor Equipped with Strip Heaters. Strip Heater Circuit remains Energized when Main Disconnect for Pump is OFF". The space heater accessory box on all proposed replacement motors shall not be different in location from the existing motors by more than 6" in any direction. The motor lead main terminal box on all proposed

- replacement motors shall not be different in location from the existing motors by more than 6" in any direction.
- 3). The motor shall be furnished with a "Klixon" thermal protection device or an approved equal.
  - 4). The shaft shall be made of high-grade machine steel or steel forging of size and design adequate to withstand the load stresses normally encountered in motors of the particular rating.
  - 5). Stator cores shall be made of low loss, non-aging electrical sheet steel with insulated laminations.
  - 6). Stator shall be random wound and insulated with glass and mica applied directly to the coils. Motors shall have an Inverter Duty Class rise non-hygroscopic epoxy sealed or encapsulated insulation system limited to the temperature rise specified herein. All connections shall be silver soldered with no crimp connections used except for terminals. A coil bracing system for stator end turns shall be utilized to minimize coil movement during starting and running conditions.
  - 7). Rotor shall be made from high grade steel laminations adequately fastened together, and to the shaft. Rotor squirrel cage may be of cast-aluminum or copper alloy bar-type construction with brazed end rings.
  - 8). Bearings shall be grease/oil lubricated antifriction type with an AFBMA average bearing life of 20 years. Bearing design shall include over-grease/oil protection.
  - 9). The motor bearings shall have ample capacity to carry the weight of all the rotating parts plus the hydraulic thrust of the pump impellers, and have an ample safety factor. This factor shall be based on an average life expectancy of five (5) years operation at 24 hours per day.
  - 10). All motors shall have an interior coating of corrosion resistant and fungus protective coating on all interior surfaces. Exterior prime coating shall be compatible with the field applied finish coating.
  - 11). Nameplates shall be stainless steel. Lifting lugs or "0" type bolts shall be supplied on all motors capable of supporting the weight of the motor.
  - 12). Enclosures shall have stainless steel insect screens as needed.
  - 13). All fittings, bolts, nuts and screws shall be plated or stainless steel to resist corrosion. Bolts and nuts shall have hex heads.
  - 14). The main feed terminal box shall be NEMA Rated for outside application, have two (2) each 3.5" threaded hubs for feed conduits, and provide ample room for connections.

#### F. QUALIFICATIONS

The motor covered by these Specifications are intended to be standard pumping equipment of proven ability as manufactured by a reputable manufacturer having long experience in the production of such motors. The motor furnished shall be designed and constructed in accordance with the best practice and methods, and shall operate satisfactorily when installed. All equipment furnished under these Specifications shall be new and unused, and shall be the standard product of

manufacturers having a successful record of manufacturing and servicing the equipment and systems specified herein for a minimum of 5 years.

**G. PRODUCT DELIVERY, STORAGE AND HANDLING**

- 1). All parts shall be properly protected so that no damage or deterioration will occur during shipment and delivery to the City facility.
- 2). Factory assembled parts and components shall not be dismantled for shipment unless permission is received in writing from the Owner.
- 3). Finished surfaces of all exposed equipment shall be protected from damage with strong materials.
- 4). Finished iron or steel surfaces not painted shall be properly protected to prevent rust and corrosion.
- 5). Each box or package shall be properly marked to show its net weight in addition to its contents.
- 6). Motors shall be delivered with the equipment fully lubricated insofar as possible.
- 7). If any point cannot be so serviced, it shall be clearly marked to the effect that it is not lubricated and requires servicing prior to operation. An adequate supply of the proper lubricant, with instructions for its application, shall be supplied with the equipment for each point not lubricated prior to shipment.

**H. MOTOR DATA AND DIMENSION SUBMITTALS TO BE PROVIDED WITH BID DOCUMENTS**

**1). The following Data and Drawing sheets shall be submitted with the Bid Proposal for each size motor proposed:**

- a). Shop and erection drawings showing all important details of construction, outline dimensions, space required, clearances, operating features, type of shop and/or finish coat, and mounting bolt locations.
- b). Descriptive literature, bulletins, and/or catalogs of the equipment, including motor cross section with parts identification and materials of construction.
- c). Manufacturer's drawings of all accessory equipment such as couplings, guards, etc.
- d). The total weight of the equipment.
- e). A complete total bill of materials of all equipment.
- f). A list of the manufacturer's recommended spare parts to be supplied with the manufacturer's current price for each item. Include gaskets, seals, etc., on the list. List bearings by the bearing manufacturer's numbers only.

**4. SPECIFIED PUMP ASSEMBLY:**

- A. The Pump Assembly to be replaced as defined below and specified herein shall be Vertical Circulating Turbine VCT pump that has two or more stages that are connected to a fabricated nozzle head by one or more pieces of discharge column. The bowl assembly and column sections are suspended from the nozzle head into a sump. Samples of acceptable units and components are shown in Attachments B-01 thru B-5 herein; or "Approved Equal"

- 1). If a bidder chooses to propose an alternate Pump Assembly as “Approved Equal”; the bidder must clearly note this on their bid proposal and provide all necessary data sheets and dimension drawings with their proposal for the proposed unit, so that City staff can assure that the proposed unit meets all specifications herein, and can be considered “Approved Equal”. Consideration of “Approved Equal” status is at the sole discretion of City staff.
- 2). All working parts of the pump assembly, such as bearings, wearing rings, shaft sleeves, shafts, impellers, bowls, seal, columns, etc., shall be of standard dimensions such that parts will be interchangeable between like units, and such that the Owner may at any time in the future obtain replacement and repair parts for those furnished in the original machine. All parts shall be properly stamped for identification and location in the machines as shown on the assembly drawings in the instruction books furnished.

#### B. PUMP ELEMENT

- 1). The pump bowl assembly is made up of two or more stages, each stage consisting of an impeller, case and case bearing. The impellers are secured to the pump shaft by a split retaining ring and a retaining ring guard with the impeller being locked to the shaft by a key. Most parts shall be high strength, non-ferrous, long lasting to contend with high chlorine residuals in the pumped product.

#### C. DISCHARGE COLUMN

- 1). The pump bowl assembly is supported by the discharge column which directs the flow from the pump bowl assembly into the nozzle head. The discharge column also holds the housing for the column bearings which maintain the column shaft alignment. The discharge column is flanged.

#### D. PUMP LUBRICATION

- 1). The VCT shall be supplied with of discharge columns that are self- lubricated.

#### E. NOZZLE HEAD

- 1). All nozzle heads are of fabricated steel or a cast head with ANSI or AWWA C207 rated flanged nozzles. The nozzle head supports the pump bowl assembly and discharge column, and directs the flow from the pump into the discharge line. The pump shaft is sealed against leakage as it passes through the head by means of a mechanical seal or packing. See Attachment B-3 for fabricated pump discharge head.
- 2). The nozzle head also supports the pump driver. The solid shaft driver engages the pump through a three or four piece coupling which consists of a drive half coupling, pump half coupling, adjusting plate, and a spacer. The spacer may or may not be supplied which determines if the coupling is a three or four piece coupling. The adjusting plate raises the pump rotating element into proper running

position. The spacer allows removal of the mechanical seal and sleeve assembly without lifting the motor from the nozzle head. The hollow shaft drivers engages the pump through a threaded one piece coupling.

- 3). The fabricated nozzle head shall be designed so that the specified/proposed motor will directly bolt to the nozzle head without modification or adaptors.

#### F. PUMP MECHANICAL SEAL

- 1). The pump shall be supplied with a FLOWSERVE QBS 3125 Mechanical Seal or "Approved Equal" as shown in Attachment B-4.

#### G. PUMP PERFORMANCE REQUIREMENTS

- 1). The proposed #4 pump unit shall meet or exceed the following optimum/minimum parameters:
  - a). FLOW CAPACITY 6,500 GPM
  - b). TOTAL HEAD 278 FT
  - c). RATED HP 600 HP
  - d). PUMP SPEED 1,800 RPM

### 5. PUMP #4 DISCHARGE PIPE WORKS

#### A. DISCHARGE BUTTERFLY VALVE

- 1). The discharge Butterfly Valve (BFV) shall be DeZURIK as shown on Attachment C-2. No Equals accepted to maintain uniformity of system.
- 2). The discharge Butterfly Valve (BFV) shall be installed on the 36" X 16" Distribution Manifold TEE.

#### B. DISC CHECK VALVE

- 1). The check valve shall be a APCO (DEZURIK) SLANTING DISC CHECK VALVE WITH TOP MOUNTED OIL DASHPOT as shown in Attachment C-4. No Equals accepted to maintain uniformity with pump unit #3.

#### C. AIR AND VACUUM VALVE

- 1). The check valve shall be a APCO (DEZURIK) SLOW CLOSING AIR AND VACUUM VALVE as shown in Attachment C-5. No Equals accepted to maintain uniformity with pump unit #3.

#### D. MISCELLANEOUS FITTINGS, GASKETS, AND FASTENERS

- 1). All pipes, TEE, spools shall be Ductile Iron.
- 2). All spool pieces and flanged ends shall be factory made.
- 3). All gaskets shall be high quality rubber and be a minimum of 1/16" thick.
- 4). All fasteners, nuts, bolts, washers shall be stainless steel.
- 5). The coupler post of the discharge head shall be a VICTAULIC GROOVED DUCTILE COUPLING.

6. PRODUCTS - GENERAL

- A. These specifications are intended to give a general description of what is required, but do not cover all details which will vary in accordance with the requirements of the equipment as offered. It is, however, intended to cover the furnishing, the shop testing, the delivery, of all materials, equipment and appurtenances for the motor units as herein specified, whether specifically mentioned in these Specifications or not.
- B. For all units there shall be furnished and (installed if applicable) all necessary and desirable accessory equipment and auxiliaries whether specifically mentioned in these Specifications or not, and as required for an installation incorporating the highest standards for the type of service including field testing of the specified equipment and instructing the regular operating personnel in the care, operation, and maintenance of the equipment.
- C. Failure of a bidder to provide complete motor and pump data, as well as dimension sheets, for each proposed size motor and pump with their bid proposal will be considered a Non-Responsive Bid.

7. WARRANTY

- A. All equipment supplied under this Section shall be warranted for a period of one (1) year by the equipment manufacturers. Warranty period shall commence on date of final payment. The equipment shall be warranted to be free from defects in workmanship, design and materials. If any part of the equipment should fail during the warranty period, it shall be replaced and restored to service at no expense to the Owner.

8. CONTRACTOR RESPONSIBILITIES AND INSTRUCTIONS

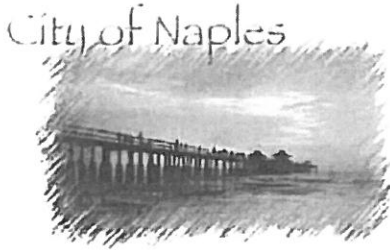
- A. **The Contractor shall include all related costs of mobilization, demobilization, insurance, overhead, labor, materials, and equipment required to complete this project as required herein, within the appropriate Line Items #1 & #2 of this bid.**
- B. **Contractor shall field verify all measurements prior to ordering equipment and materials for the project. The City will not be responsible for any additional cost related to improper spacing and alignment of equipment and materials.**
- C. Contractor shall coordinate with City staff to disconnect existing 350 HP Motor power and control wires; disconnect and remove motor and place on pallet for City to determine disposition.
- D. Contractor shall disconnect existing 350 HP Pump; remove pump and place on pallet for City to determine disposition.
- E. Contractor shall coordinate with City staff to shut down the reclaimed water distribution system so that the #4 pump discharge piping can be removed and the new 16" Butterfly Valve can be installed. This scheduling is critical so staff can notify customers and Emergency Services that the system will be out of service. The new

BF Valve must be installed quickly to prevent the system from being out of service for a prolonged period. After the BF Valve is installed and the system is brought back on line, the contractor may continue the rest of the installation.

- F. All gaskets shall be 1/16" minimum Rubber. All Fasteners shall be Stainless Steel.
- G. The contractor shall remove the remaining #4 pipe-works and concrete supports.
- H. Prior to setting the new 600 HP Pump; the Contractor shall verify the entrance hole for the pump is clear of any obstructions. The Contractor shall remove any obstructions in the entry hole and prevent any debris from falling into the wet well, which could result in damage to the pumps.
- I. The contractor shall set, level, and secure the new pump.
- J. The contractor shall install the required ductile spools, check valve, TEE, and Victaulic Grooved Coupling; making sure alignment is tight, and the weight of the new fittings are temporarily supported.
- K. The contractor shall form and pour a new concrete support column under the new 16" X 6" TEE. The support shall have a minimum of 4ea - #5 vertical rebar, drilled and epoxy into floor; with a minimum of 3 ea evenly spaced rounds of #4 rebar, tied to the #5 vertical rebar. All rebar shall be a minimum of 1.5" distant from finished edge of concrete. The concrete support shall be a minimum of 16" wide (in line) by 24" wide (perpendicular) by 28" high. Concrete shall be 3,000 psi minimum.
- L. Contractor shall provide a qualified electrician to install the new 2ea - 3.5" Sealtite conduits and fittings from the new #4 Motor Lead Junction Box to existing wall mounted J-Box. Each new conduit shall have 3ea new 350 MCM THHN, and 1ea - new #2 Bond Conductors installed. Contractor shall provide and connect motor leads with properly sized, manufacturer recommended type, multi-lug terminals. See Attachment A-2.
- M. Contractor may utilize existing Control Sealtite conduits and connectors for new motor connections if considered re-usable. Contractor may re-use control conductors for new motor safeties/controls. Contractor shall connect and test all controls, heaters, and safeties to assure all functions are operational. See Attachment A-2.
- N. Contractor to provide and install 1/2" Stainless Steel threaded pipe, fittings, and ball valves with plugs; for bearing lubrication drains as shown in Attachment A-2.
- O. Contractor shall provide a Pump/Motor technical representative for the alignment, rotation, and startup of the new pump assembly. The contractor shall provide and install the manufacturer's recommended lubrication for the unit. The City will provide a Technician to program and operate the VFD for the new 600 HP Pump/Motor Assembly.

- P. The contractor shall provide a qualified technician for the startup and adjustment of the check valve and air and vacuum valve as required.
- Q. The contractor shall clean and paint the pump, motor, and pipe works with TNEMEC Endura-Sheild II, Series 1074U (Federal Safety Purple) as shown in Attachment D-1 & D-2. Contractor shall not paint stainless steel fasteners, fittings, etc. or any maintenance fittings.
- R. Contractor shall restore any damage areas due to this construction.

END OF SECTION



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

**Cover Sheet**

NOTIFICATION DATE:	TITLE	NUMBER:	OPENING DATE & TIME:
11/25/15	<b>Wastewater Treatment Plant Reclaim Pump Upgrade</b>	<b>16-011</b>	12/18/2015 2:00 PM
<b>PRE-BID DATE, TIME AND LOCATION: Non-mandatory Pre-Bid Meeting held December 8, 2015; 10:00 AM local time; Naples Utilities Department, 380 Riverside Circle, Naples FL, 34102</b>			

LEGAL NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL: <b>A.C. Schultes of Florida, Inc</b>	
MAILING ADDRESS: 11865 US Hwy 41 South	
CITY-STATE-ZIP: Gibsonton FL 33534	
PH: 813-741-3010	EMAIL: greg.acsfl@verizon.net
FX: 813-741-3170	WEB ADDRESS: www.acschultes.com

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

FEI/EIN Number 14-1871186

AUTHORIZED SIGNATURE 	DATE 12/18/2015	PRINTED NAME/TITLE Gregory Schultes, Vice President
Please initial by all that apply I acknowledge receipt / review of the following addendum Addendum #1 _____ Addendum #2 _____ Addendum #3 _____ Addendum #4 _____		

**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 & opening date.
- > All submissions must be received and date stamped by Purchasing staff prior to the above "OPENING DATE & TIME".
- > Submissions received after the above opening date and time will not be accepted.
- > Bid tabulations will be available on the City of Naples web site [www.naplesgov.com](http://www.naplesgov.com) . If you do not have computer access and want a copy of the bid tabulation, please enclose a stamped, self-addressed envelope with your bid.

SECTION 00300  
BID FORM

THIS SHEET MUST BE COMPLETED, SIGNED AND RETURNED WITH BID

NAME OF BIDDER: A.C. Schultes of Florida, Inc

PROJECT IDENTIFICATION:

**City of Naples – 16-011 Wastewater Treatment Plant Reclaim Pump Upgrade (WWTP #4 600 HP Reclaim Motor/Pump Upgrade/Replacement Project)**

Bidder submits the following prices to provide all equipment as required by the Specifications:

Item No.	Description	Quant.	Units	Total Price
1:	Supply/Install #4 600 HP Reclaim Pump/Motor Assembly as defined herein	1	LS	\$108,000.00
2:	Supply/Install #4 600 HP Reclaim Pump Discharge Pipping as defined herein	1	LS	\$ 72,000.00
<b>Total Bid Price:</b>				<b>\$180,000.00</b>

All pricing shall include delivery to the City of Naples Wastewater Treatment Facility located at 1400 3<sup>rd</sup> Ave. N., Naples, Florida 34102. The quantities listed above are estimated. The City reserves the right to purchase all, part, or none of the units described herein.

**REQUIRED DOCUMENTATION CHECK LIST**

Document Description	"INITIAL" Documents provided with Bid
Invitation to Bid (Cover Page – completed & signed)	✓
REFERENCES	✓
Section 00300 – Bid Form:	✓
DATA SHEETS AND DIMENSION DRAWINGS FOR EACH ITEM SUBMITTED FOR BID	✓

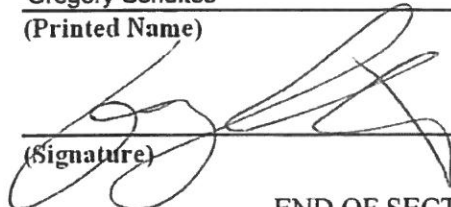
**Failure of bidder to provide all documentation with their bid proposal as required herein, will result in a Non-Responsive Bid.**

Company Name A.C. Schultes of Florida, Inc PH 813-741-3010

Email greg.acsfl@verizon.net

Name and Title of individual completing this schedule:

Gregory Schultes Vice President  
(Printed Name) (Title)

 12/18/2015  
(Signature) (Date)

END OF SECTION 00300



Approved Equal Documents / Bid Numbers reflect this assembly  
Customer : A C SCHULTES OF  
FLORIDA, INC  
Reference : City of Naples  
American-Marsh Pumps Quotation System 15.5/2.0

Item number	001	Size / Stages	Short set - 20MC - 3 Stage - Vertical turbine 1750 RPM, 15.5 Ft. OAL / 3
Quote number	487262	Pump speed	1750 rpm

## Pump

### Qty Description

1 Short set - 20MC - 3 Stage - Vertical turbine 1750 RPM, 15.5 Ft. OAL

#### Driver

##### Driver Options and Accessories

Motor/Gear Weight (lbs):

Approx. VSS Motor Wt. = 3800

#### Bowl

##### Bowl Assembly

Assemble Pumping Unit Complete: No

Bowl Model: 20MC

Bowl Lubrication : Open Shaft

Impeller Type: Enclosed

Bowl Shaft Diameter: 2-7/16"

##### Bowl Construction and Material Options

Bowl Assembly Materials of Construction: Cast Iron ASTM A48 Class 30 / Standard

Bowl Wear Ring Material: None

Bowl Bearing Material: Bronze (ASTM B505 Alloy C932)

Lateral: Standard

##### Bowl Bolting

Bolting Option: Standard Bolting

Impeller Material: Standard Material (Bronze or 304SS)

Impeller Wear Ring Material: None

Impeller Attachment: Double Keyed

Impeller Dynamic Balance: No

Bowl Shaft Material: 416 SS (ASTM A582, Type 416)

Bowl Shaft Rifle Drilled: No

Bowl Bolting Material Options: 18-8ss Bowl Bolting (ASTM F593, Group 1, Cond CW)

Bowl Coupling Type: Threaded Bowl Shaft Coupling

Bowl Shaft Cplg Material Options: 416 SS (ASTM A582, Type 416)

##### Bowl Discharge / Suction Options

Bowl Discharge Type: Flanged

Bowl Discharge Size: 16"

Discharge Bearing: Neoprene

Bowl Shaft Projection: 10"

Bowl Shaft Connection Size: 2-3/16"

Standard Shaft TPI: Yes

Shaft TPI: 10 TPI

##### Suction Options

Suction Type: Bell

Bell Size: 20.875"

Suction Bearing: Bronze (ASTM B505 Alloy C932)

Strainer Type: Basket-Clip / Boll-On

Strainer Material: 300 SS

Vortex Strainer: Yes

18-24 Weeks Estimated delivery



**Customer** : A C SCHULTES OF  
FLORIDA, INC  
**Reference** : City of Naples

American-Marsh Pumps Quotation System 15.5.2.0

## Pump

### Qty Description

Strainer Length: 12  
Bowl Related Weights (lbs):  
Approx. Total Bowl Assembly Wt. = 1800

#### Column

##### Column Assembly

Column Type: Flanged  
Column Diameter: 16"  
Column Wall Thickness: 0.375 inch  
Column Material: Steel (ASTM A53, Grade A)

##### Column Sections

Column Section Type: Standard  
Column Section Lengths  
5 ft. Bottom Section Length  
3.12 ft. Top Section Length  
Column Bolting Kits: Column Bolting Kit (18-8 SS)

#### Lineshaft

Lineshaft Type: Open (Product Lubricated)  
Lineshaft Diameter: 2-3/16"  
Lineshaft Material: 416 SS (ASTM A582, Type 416)  
Lineshaft Coupling Type: Threaded  
Lineshaft Coupling Material: 416 SS (ASTM A582, Type 416)  
Lineshaft BearingType: Rubber  
Lineshaft Bearing Material: Neoprene  
Lineshaft Sleeve: Shaft Sleeve(s) Not Required  
Bearing Support (Spiders): Fabricated Weld-in  
Column/Shaft Weight (lbs):  
Approx. Column Wt. = 512

#### Discharge Head

##### Discharge Head Options

Discharge Head Type: Fabricated Round Base (above ground discharge)  
Discharge Head Material: Steel (ASTM A53, Grade B)  
Discharge Head Size: 16F31  
Provide Head Shaft: No  
Headshaft Coupling Type: Flanged / Spacer  
Headshaft Coupling Material: 416 SS  
Shaft Sealing Type: 1B High pressure mechanical seal  
Stuffing Box Material: CI  
Stuffing Box Bearing Material: Bronze (ASTM B505, Alloy C932)  
Steel Foundation Plate (ASTM A36): Yes  
Discharge Flange Type: 150# Discharge  
Head Related Weights (lbs):  
Approximate Head Weight = 1800

#### Special Coatings

##### Bowl Assembly Coating

Coating Type Bowl: Factory Standard  
Coating Name Bowl: PPG Tecstar  
Coating Thickness Bowl: 1.5-2 Mils DFT



**Customer** : A C SCHULTES OF  
FLORIDA, INC  
**Reference** : City of Naples

American-Marsh Pumps Quotation System 15.5.2.0

## Pump

Qty	Description
	Number of Coats Bowl: One Coat
	Coating Color Bowl: AMP Red
	Items to be Coated - Bowl
	No Special OD Coating of Bowl (Paint OD AMP Red)
	<b>Column Assembly Coating</b>
	Coating Type Column: Factory Standard
	Coating Color Column: None (Black Pipe)
	Items to be Coated - Column
	No Special OD Coating of Column (Std Black Pipe)
	<b>Head Assembly Coating</b>
	Coating Type Head: Factory Standard
	Coating Name Head: PPG Tecstar
	Coating Thickness Head: 1.5-2 Mills DFT
	Number of Coats Head: One Coat
	Coating Color Head: AMP Red
	Items to be Coated - Head
	No Special OD Coating of Head (Paint OD AMP Red)
	No Special OD Coating of Foundation Plate (Paint AMP Red)
	<b>Testing (Pump)</b>
	Bowl Performance Test: Performance Test Non-Witness
	Performance Test Options: Test with Customer Motor - NO
	Performance Test Options: Vibration Test - NO
	Performance Test Options: Sound Test - NO
	Performance Test Options: NPSH Test - NO
	Hydrostatic Testing: Bowl Hydrostatic Test - NO
	Hydrostatic Testing: Flanged Column Hydrostatic Test - NO
	Hydrostatic Testing: Discharge Head Hydrostatic Test - NO
	<b>Other Optional Features or Requirements</b>
	<b>Spare Parts</b>
	Spare Parts: No Spare Parts Provided
	<b>Engineering Options</b>
	Mill Certs: Material Certifications Required - NO
	Non Destructive Testing: Non-Destructive Testing Required - NO
	Standard O&M Manuals (1 copy)
	Special Engineering Drawings - NO
	<b>Special Services / Warranty Options</b>
	Expedite Fees: Expedite Order Delivery - NO
	FieldService: Field Service/Start-up Services Required - NO
	Warranty: Standard Manufacturers Warranty
	<b>Special Tools / Special Options</b>
	Special Tools: Special Assembly Tools Required - No
	Other Specials: Other Special Options - NO
	Freight / Shipping Charges: No Freight and/or Shipping Charges Included



**Customer** : A C SCHULTES OF  
FLORIDA, INC  
**Reference** : City of Naples

American-Marsh Pumps Quotation System 15.5.2.0

## Driver

Qty Description

1 Driver

### Driver Options and Accessories

Driver Type: Electric Motor

Driver Shaft Type: VSS

Driver Size: 600HP

Phase: Three

Enclosure: WPI

Voltage: 230/460V

Driver: US Motors 600HP 1800RPM, 3/60/460V, 5012VPA, RVEI4, WP-1, VSS, VPI 2000 INSULATION, PREM EFF/INVERTER DUTY, 9500LBS, TESTING

Manufacturer: US

Driver Base Diameter: 30.5" BD

Control Panel: None

Fuses: None

Start panel: None



**Customer** : A C SCHULTES OF  
FLORIDA, INC  
**Reference** : City of Naples

# **Pump Performance Datasheet** American-Marsh Pumps Quotation System 15.5.2.0

Item number : 001  
Service :  
Quantity : 1  
Quote number : 487262  
Size : 20MC  
Stages : 3  
Based on curve number : 20MC  
Date last saved : 10 Dec 2015 10:20 AM

## **Operating Conditions**

Flow, rated : 6,500.0 USgpm  
Differential head / pressure, rated (requested) : 278.0 ft  
Differential head / pressure, rated (actual) : 279.5 ft  
Suction pressure, rated / max : 0.00 / 0.00 psi.g  
NPSH available, rated : Ample  
Frequency : 60 Hz

## **Performance**

Speed, rated : 1750 rpm  
Impeller diameter, rated : 13.38 in  
Impeller diameter, maximum : 13.81 in  
Impeller diameter, minimum : 12.63 in  
Efficiency (bowl / pump) : 82.72 / 81.63 %  
NPSH required / margin required : 39.57 / 0.50 ft  
Ns (total flow) / Nss (imp. eye flow) : 3,641 / 9,410 US Units  
MCSF : 4,734.3 USgpm  
Head, maximum, rated diameter : 545.0 ft  
Head rise to shutoff (bowl / pump) : 96.02 / 98.14 %  
Flow, best eff. point (bowl / pump) : 5,502.8 / 5,468.7 USgpm  
Flow ratio, rated / BEP (bowl / pump) : 118.12 / 118.86 %  
Diameter ratio (rated / max) : 98.85 %  
Head ratio (rated dia / max dia) : 87.69 %  
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010] : 1.00 / 1.00 / 1.00 / 1.00  
Selection status : Acceptable

## **Liquid**

Liquid type : Water  
Additional liquid description :  
Solids diameter, max : 0.00 in  
Solids concentration, by volume : 0.00 %  
Temperature, max : 68.00 deg F  
Fluid density, rated / max : 1.000 / 1.000 SG  
Viscosity, rated : 1.00 cP  
Vapor pressure, rated : 0.34 psi.a

## **Material**

Material selected : Cast iron - Standard

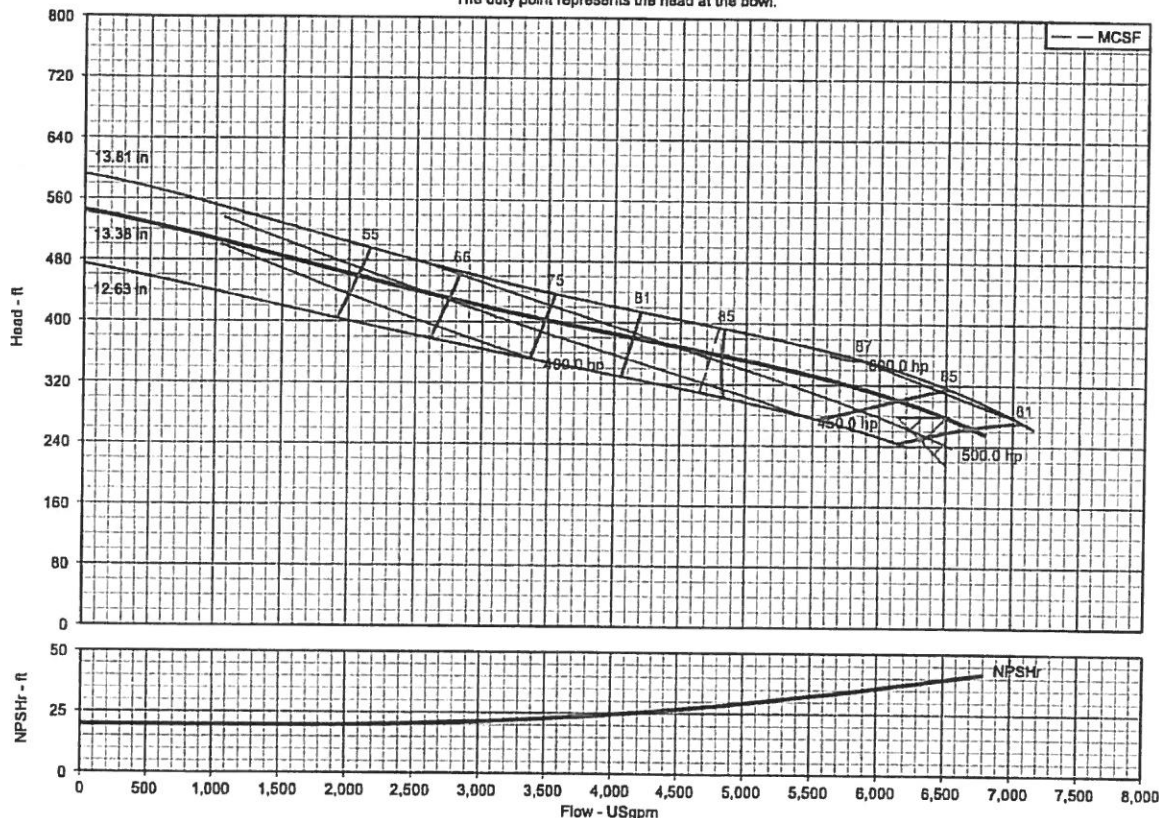
## **Pressure Data**

Maximum working pressure : See the Additional Data page  
Maximum allowable working pressure : See the Additional Data page  
Maximum allowable suction pressure : N/A  
Hydrostatic test pressure : See the Additional Data page

## **Driver & Power Data**

Driver sizing specification : Maximum power  
Margin over specification : 0.00 %  
Service factor : 1.15  
Power, hydraulic : 456 hp  
Power (bowl / pump) : 551 / 553 hp  
Power, maximum, rated diameter : 553 hp  
Minimum recommended motor rating : 600 hp / 447 kW

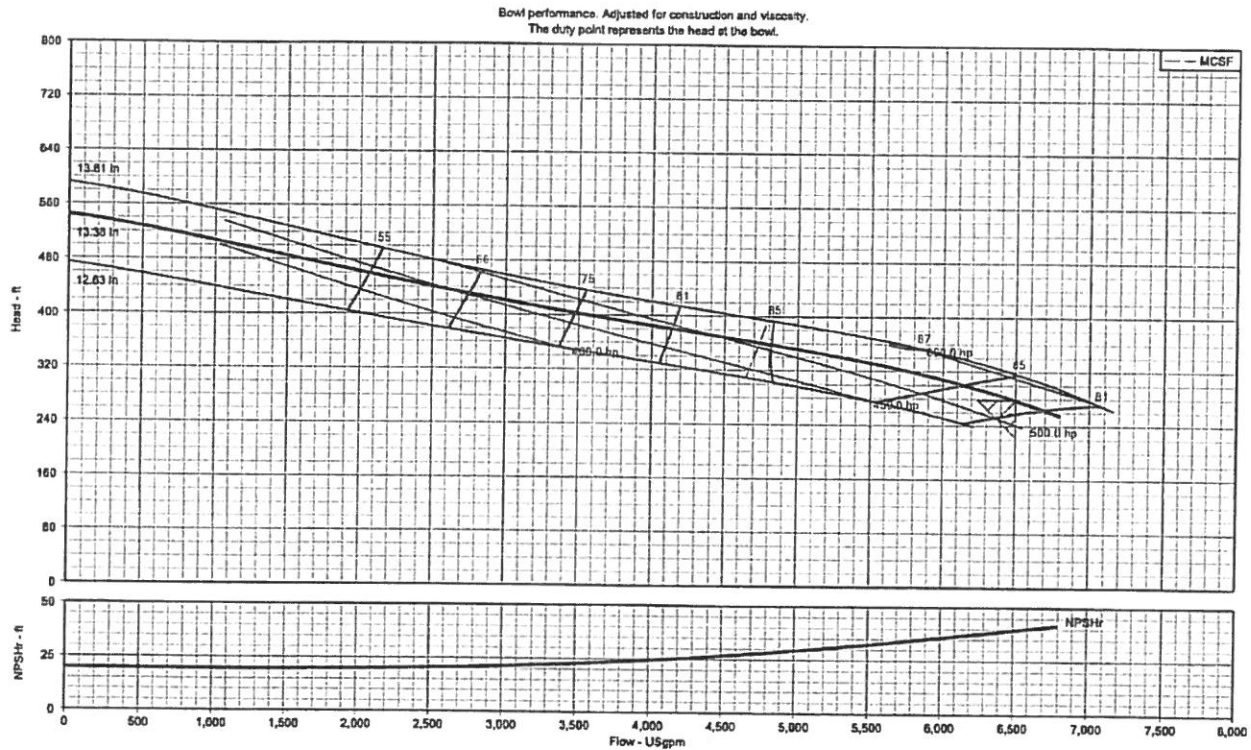
Bowl performance. Adjusted for construction and viscosity.  
The duty point represents the head at the bowl.





Customer : A C SCHULTES OF FLORIDA,  
INC  
Reference : City of Naples

**Pump Performance Curve**  
American-Marsh Pumps Quotation System 15.5.2.0



Item number : 001  
Service :  
Quantity : 1  
Quote number : 467262  
Date last saved : 10 Dec 2015 10:20 AM

Size : 20MC  
Stages : 3  
Speed, rated : 1750 rpm  
Based on curve number : 20MC  
Efficiency (bowl / pump) : 82.72 / 81.63 %  
Power (bowl / pump) : 551 / 553 hp

Flow, rated : 6,500.0 USgpm  
Differential head / pressure, rated : 278.0 ft  
NPSH required : 39.67 ft  
Fluid density, rated / max : 1.000 / 1.000 SG  
Viscosity : 1.00 cP  
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010] : 1.00 / 1.00 / 1.00 / 1.00

American-Marsh Pumps · 165 Progress Road · Collierville, TN 38017  
phone: 800-888-7167 · fax: 901-860-2323 · www.American-Marsh.com

Page 12 of 15

GS

## Quotation



Date: December 9, 2015  
Customer: American Marsh / J-Line Pump Co.  
Attention: Chase Moore  
Reference: City of Naples Waste Water Treatment Plant

Quote Number:  
Issued by: Dexter Mendoza

CURRENT			PHASE		CYCLES		VOLTS	
AC			3		60		460	
ITEM	QTY	HP	FRAME	SPEED	WEIGHT	TYPE	NMC Ref.#	NET EACH
A	1	600	5012VPA	1800	6200 Lbs.	RVEI4	1118339	

### DESCRIPTION:

- Vertical Solid Shaft - High Thrust Motor
- WPI Enclosure
- Random Wound
- 1.15 Service Factor on Sine wave/ 1.0 Service Factor on VFD power
- Class "F" Insulation
- VPI 2000 Insulation Treatment
- 3300 Ft. Maximum Altitude
- +40°C Ambient Temperature
- Premium Efficiency
- Vertical Centrifugal Pump Application
- 30.5" Base Diameter
- 10300 Lbs. Pricebook Thrust Value
- 9500 Lbs. Customer Down Thrust
- Inverter Duty
- Variable Torque ~ 10:1 Speed Range
- "B" Rise @ 1.0 Service Factor (By Resistance) on Sine Wave Power
- Direct-On-Line Start/VFD
- Continuous Duty
- 100,000 Hours L-10 Bearing Life
- 175 % Extra High Thrust
- Shaft Ground Ring
- Insulated Bearing – Upper Bracket
- Stainless Steel Screens
- 115 Volt Space Heaters
- Special Balance
- AFBMA Number on Nameplate
- Thermostats – Normally Closed
- Size 3 Conduit Box-Cast Iron
- 3.5" NPT ~ 2 Conduit Openings Bottom of Conduit Box (Both)
- Q-1 Accessory Outlet Box – Same Side as Main Outlet Box
- 1.5" NPT Conduit Opening
- Test Requirements
- Short Commercial Test – Unwitnessed

### Submittal Package:

Certified Dimension Print, Performance Data, Nameplate Data, Wiring (Connection) Diagram, Instruction Manual, Parts List, Rotor Inertia, Reed Critical Frequency Data, Recommended Spare Parts, Paint Specification, Cut Sheets For Accessories.

### Quote Comments:

#### Section 01010 – Project Summary & Specification pp.16-19

- [Clarification] 3.B.3 – Motors shall be designed, built and tested per NEMA MG1 standards.
- [Clarification] 3.B.4 – Quoting motor suitable for across the line starting. To verify suitability for solid state soft starting, please provide load speed-torque curve and inertia value for Nidec engineering review.
- [Exception] E.2 – Warning plate shall be per Nidec standard. Quoting also in Nidec standard frame size offering for the requested rating. Location of Conduit box and accessory box will per Nidec standard. Please see attached dimension for details. Motor will have terminal board only.
- [Exception] E.6 – Mica are available on form wound design only.
- [Exception] E.8 – Taking exception to 20 years bearing life, Nidec only guarantee up to 100,000 hours bearing life for vertical motors. Motor will have Oil lubrication on upper bearing and Grease lubrication on lower bearing.
- [Clarification] E.10 – Motors shall be painted per Nidec' standard enamel gray paint. If any other is required, please submit MSDS for plant review and approval.



All non-Nidec Motor Corporation marks shown within this document are properties of their respective owners. Nidec trademarks followed by the ® symbol are registered with the U.S. Patent and Trademark Office.

Form 1041 - Version 5.0

Page 1 of 3

6.5.  
City of Naples FL



## Quotation

**NIDEC MOTOR CORPORATION**  
8050 West Florissant Avenue  
St. Louis, MO 63136  
T (901) 753-3798  
F (901) 309-6781

7. [Exception] G – By others.
8. [Exception] H.f – Take exception to Bill of Material requirement, as this is confidential and proprietary in nature. Taking also exception to providing priced spare parts list. Nidec will provide un-priced spare parts list. Spare parts would be obtained by an authorized part distributor.

### General Comments:

9. All motor related clauses/paragraphs in the submitted specification Section 01010 have been reviewed. Compliance with the rest of the specification shall be by others.
10. All referenced to coordination, installation, inspection, training, shipping, commissioning, certification, execution, field testing, training, delivery, storage or handling to be done by others.
11. All monitors, VFD's, special tools, transmitters, control panels, relays, controllers and/or cables by others.

TERMS	* ESTIMATED LEAD TIME	** FREIGHT	F.O.B.
Net 30 Days	8-10 Weeks + Transit	Collect	Shipping Point

\* Customer delivery schedules will be confirmed after acceptance and release of production order to Nidec factory. Delivery will be subject to lead-time at the time of customer release, which may vary from the estimated lead-time quoted.

\*\* All prepaid shipments are subject to fuel charges at the current national average.

F.O.B. SHIPPING POINT: All contracts and quotations are subject to our standard terms and conditions and acceptance at our main office, St. Louis, Missouri, and are contingent upon strikes, fires, accidents, and other delay unavoidable or beyond our control. In the event of a change in the company's price, the price on units unshipped will be the price in effect on the date of shipment, or as provided in our published price policy. Copy of this policy is attached. This quotation expires in 30 days. Time may be extended with our written approval.



† All non-Nidec Motor Corporation marks shown within this document are properties of their respective owners.  
\* Nidec trademarks followed by the ® symbol are registered with the U.S. Patent and Trademark Office.

Form 1041 - Version 5.0

Page 2 of 3

**NIDEC MOTOR CORPORATION**  
**TERMS AND CONDITIONS OF SALE**

Nidec Motor Corporation, referred to herein as the "Seller" and the customer or person or entity purchasing goods ("Goods") from Seller is referred to as the "Buyer". These Terms and Conditions, any price list or schedule, quotation, acknowledgment or invoice from Seller relevant to the sale of the Goods and all documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement governing the sale of Goods by Seller to Buyer. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of Seller's terms and conditions of sale, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of or payment for the Goods will manifest Buyer's assent to these Terms and Conditions. Seller reserves the right in its sole discretion to refuse orders.

**1. PRICES.** Prices for Goods, whether specified in Seller's price list or schedule, acknowledgment or written quotation, are subject to change without notice. Such prices shall be adjusted to reflect Seller's prices for Goods as in effect at the time of requested shipment date, and each shipment will be invoiced at such prices. All prices are exclusive of taxes, transportation and insurance, which are to be borne by Buyer.

**2. TAXES.** Any current or future tax or governmental charge (or increase in same) affecting Seller's costs of production, sale, or delivery or shipment, or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, storage, processing, use or consumption of Goods, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

**3. TERMS OF PAYMENT.** Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, under other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorney's fees, relating to the collection of past due amounts if any payment owed to Seller is not paid when due. It shall bear interest at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries and for the Goods theretofore delivered. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries. Buyer hereby grants Seller a security interest in all Goods sold to Buyer by Seller, which security interest shall continue until all such Goods are fully paid for in cash, and Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest.

**4. SHIPMENT AND DELIVERY.** While Seller will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by Seller, all shipping dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions and other required information. If the shipment of the Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. Risk of loss and legal title to the Goods shall transfer to Buyer for sales in which the end destination of the Goods is outside of the United States immediately after the Goods have passed beyond the territorial limits of the United States. For all other shipments, risk of loss for damage and responsibility shall pass from Seller to Buyer upon delivery to and receipt by carrier at Seller's shipping point. All shipments are F.O.B. Seller's shipping point. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Shortages or damages must be identified and signed for at the time of delivery.

**5. LIMITED WARRANTY.** Subject to the limitations of Section 6, Seller warrants that the Goods manufactured by Seller, other than those specifically identified below, will be free from defects in material and workmanship and meet Seller's published specifications at the time of shipment under normal use and regular service and maintenance for a period of twelve (12) months from the date of shipment of the Goods by Seller or eighteen (18) months from the date of manufacture, whichever occurs sooner, unless otherwise specified by Seller in writing. Partial Motors of any kind not fully assembled by Seller shall carry no warranty of any kind, express or implied. Products purchased by Seller from a third party for resale to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 7, ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.

This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents has supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and the preparation of Seller's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

If within thirty (30) days after Buyer's discovery of any warranty defects within the warranty period, Buyer notifies Seller thereof in writing, Seller shall, at its option and as Buyer's exclusive remedy, repair, correct or replace or refund the purchase price for that portion of the Goods found by Seller to be defective. Failure by Buyer to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Buyer's claim for such defects. Seller shall have the right to require the Buyer to deliver the Goods to Seller's designated repair center or manufacturing facility. All costs associated with dismantling, reinstallation and transportation to and from Seller's designated repair center or manufacturing facility and the time and expense of Seller's personnel and representatives for site travel and diagnosis under this warranty shall be borne by the Buyer. Goods repaired or replaced during the warranty period shall be covered by the foregoing warranty for the remainder of the original warranty period or ninety (90) days from the date of shipment, whichever is longer. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, either alone or in combination with other products/components.

Section 5 applies to any entity or person who may buy, acquire or use the Goods, including any entity or person who obtains the Goods from Buyer, and shall be bound by the limitations therein, including Section 6. Buyer agrees to provide such subsequent transferee conspicuous, written notice of the provisions of Sections 5 and 6.

**6. LIMITATION OF REMEDY AND LIABILITY.** THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER (OTHER THAN THE WARRANTY PROVIDED UNDER SECTION 7) SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE UNDER SECTION 5.

SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.

It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

**7. PATENTS AND COPYRIGHTS.** Subject to the limitations of the second paragraph of Section 6, Seller warrants that the Goods sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notifies Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperates fully with Seller and permits Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to use patents only applies to infringement arising solely out of the inherent operation according to Seller's specifications and instructions: (i) of such Goods, or (ii) of any combination of Goods acquired from Seller in a system designed by Seller. In the event such Goods are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods is enjoined, or in the case of a compromise or settlement by Seller, Seller shall have the right, at its option and

expense, to procure for Buyer the right to continue using such Goods, or replace them with non-infringing Goods; or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods, without liability. No license or right in any of Seller's intellectual property associated with the Goods is granted hereby.

**8. EXCUSE OF PERFORMANCE.** Seller shall not be liable for delays in performance or for non-performance due to acts of God, acts of Buyer, war, fire, flood, weather, sabotage, strikes or labor disputes, civil disturbances or riots, governmental requisitions, restrictions, allocations, laws, regulations, orders or actions, unavailability of or delays in transportation, default of suppliers, or unforeseen circumstances or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time, or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of the agreement shall otherwise remain unaffected as a result of the foregoing.

If Seller determines that its ability to supply the total demand for the Goods, or to obtain material used directly or indirectly in the manufacture of the Goods, is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may allocate its available supply of the Goods or such material (without obligation to acquire other supplies of any such goods or material) among itself and its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

**9. CANCELLATION.** Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and, to cover commitments made, by the Seller and a reasonable profit thereon. Seller's determination of such termination charges shall be conclusive.

**10. CHANGES.** Buyer may request changes or additions to the Goods consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price and date of delivery. Seller reserves the right to change designs and specifications for the Goods without prior notice to Buyer, except with respect to Goods being made-to-order for Buyer. Seller shall have no obligation to install or make such change in any Goods manufactured prior to the date of such change.

**11. NUCLEAR/MEDICAL, GOODS SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS.** Buyer accepts Goods with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

**12. ASSIGNMENT.** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

**13. QUANTITY.** Buyer agrees to accept overruns of up to ten percent (10%) of the order on "made-to-order" goods, including parts. Any such additional items shall be priced at the price per item charged for the specific quantity ordered.

**14. REPLACEMENT / SERVICE GOODS:** Upon the cancellation or fulfillment of this order, Seller will have no obligation to sell and Buyer will have no obligation to purchase the Goods sold hereunder, including, but not limited to, the supply of replacement parts for Goods or Goods for Buyer's consumer service division. Seller is not obligated to sell Buyer or its consumer service divisions Goods: (i) for any fixed period of time after production of the Goods supplied hereunder ceases or after the last date of shipment made under this order; or (ii) at any pre-established price to fulfil Buyer's or its consumer service divisions requirements during or after production of the Goods ceases or after the last date of shipment under this order. Seller shall have the absolute right to revise the price of Goods and the terms of sale and to modify or discontinue the sale of the Goods, and such action shall not form the basis of any claim by Buyer against Seller.

**15. TOOLING.** Tool, die, and pattern charges, if any, are in addition to the price of the Goods and are due and payable upon completion of the tooling. All such tools, dies and patterns shall be and remain the property of Seller. Charges for tools, dies, and patterns do not convey to Buyer, title, ownership interest in, or rights to possession or removal, or prevent their use by Seller for other purchasers, except as otherwise expressly provided by Seller and Buyer in writing with reference to this provision.

**16. INSPECTION/TESTING.** Buyer, at its option and expense, may inspect and observe the testing by Seller of the Goods for compliance with Seller's standard test procedures prior to shipment, which inspection and testing shall be conducted at Seller's plant at such reasonable time as is specified by Seller. Any rejection of the Goods must be made promptly by Buyer before shipment. Tests shall be deemed to be satisfactorily completed and the test fully met when the Goods meet Seller's criteria for such procedures.

**17. DRAWINGS.** Seller's prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this agreement are the property of Seller and Seller retains all rights including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefor.

**18. EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which Goods may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods in violation of such applicable laws, regulations, orders or requirements.

**19. INSURANCE.** Seller shall carry adequate product liability and commercial general liability insurance. Seller shall, upon written request from Buyer, furnish Buyer with certificates of insurance confirming the existence of such insurance. Seller does not waive its, or its insurers, rights of subrogation.

**20. GENERAL PROVISIONS.** These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or purchase orders shall be applicable to this agreement by Seller's receipt, acknowledgment, or acceptance of additional orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. No waiver by either party with respect to any breach or default of or any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this agreement shall be governed by the law of the state of Missouri without regard to its conflicts of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Missouri and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.I.I. Convention on Contracts for the International Sale of Goods shall not apply to this agreement.

# 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 below in Exhibit B, which is attached and made part of this Agreement. The CITY is adding a separate \$30,000.00 CITY controlled Contingency to the issuance of this Agreement making the total amount of the Agreement at \$210,000.00.

Retainage of (10%) ten percent will be a part of said agreement and future payments.

SECTION 00300

BID FORM

THIS SHEET MUST BE COMPLETED, SIGNED AND RETURNED WITH BID

NAME OF BIDDER: A.C. Schultes of Florida, Inc

### PROJECT IDENTIFICATION:

**City of Naples – 16-011 Wastewater Treatment Plant Reclaim Pump Upgrade (WWTP #4 600 HP Reclaim Motor/Pump Upgrade/Replacement Project)**

Bidder submits the following prices to provide all equipment as required by the Specifications:

Item No.	Description	Quant.	Units	Total Price
1:	Supply/Install #4 600 HP Reclaim Pump/Motor Assembly as defined herein	1	LS	\$ 108,000.00
2:	Supply/Install #4 600 HP Reclaim Pump Discharge Pipping as defined herein	1	LS	\$ 72,000.00
Total Bid Price:				\$ 180,000.00

All pricing shall include delivery to the City of Naples Wastewater Treatment Facility located at 1400 3<sup>rd</sup> Ave. N., Naples, Florida 34102. The quantities listed above are estimated. The City reserves the right to purchase all, part, or none of the units described herein.

### REQUIRED DOCUMENTATION CHECK LIST

Document Description	"INITIAL" Documents provided with Bid
Invitation to Bid (Cover Page – completed & signed)	✓
REFERENCES	✓
Section 00300 – Bid Form:	✓
DATA SHEETS AND DIMENSION DRAWINGS FOR EACH ITEM SUBMITTED FOR BID	✓

Failure of bidder to provide all documentation with their bid proposal as required herein, will result in a Non-Responsive Bid.

Company Name A.C. Schultes of Florida, Inc PH 813-741-3010

Email greg.acsfl@verizon.net

Name and Title of individual completing this schedule:

Gregory Schultes  
(Printed Name)

Vice President  
(Title)

(Signature)

12/18/2015  
(Date)

END OF SECTION 00300

END OF EXHIBIT B

## 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

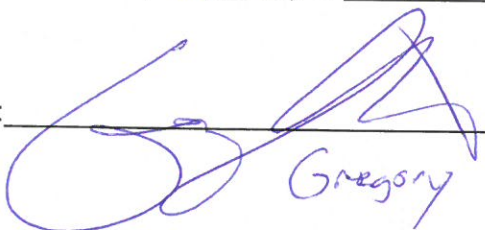
### CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned is the **Vice President of the A. C. Schultes of Florida, Inc.**, 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 12<sup>th</sup> day of January, 2016.

By: \_\_\_\_\_

  
Gregory Schultes