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
Gibsonton, 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 20th 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.
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

By: Gregory Schultes

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 Reclalm 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-hygrosopic 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 "O" 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 ½” 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 8TH STREET SOUTH
NAPLES, FL 34102
PH: 239-213-7100  FX: 239-213-7105

NOTIFICATION DATE:  11/25/15
TITLE:  Wastewater Treatment Plant Reclaim Pump Upgrade
NUMBER:  16-011
OPENING DATE & TIME:  12/18/2015  2:00 PM

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

LEGAL NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL:
A.C. Schultes of Florida, Inc

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 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.naplesfl.gov. 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 Reclalm Pump Upgrade (WWTP #4 600 HP Reclalm Motor/Pump Upgrade/Replacement Project)

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quant.</th>
<th>Units</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1:</td>
<td>Supply/Install #4 600 HP Reclalm Pump/Motor Assembly as defined herein</td>
<td>1</td>
<td>LS</td>
<td>$1,022,000.00</td>
</tr>
<tr>
<td>2:</td>
<td>Supply/Install #4 600 HP Reclalm Pump Discharge Pipping as defined herein</td>
<td>1</td>
<td>LS</td>
<td>$72,000.00</td>
</tr>
</tbody>
</table>

Total Bid Price: $1,094,000.00

All pricing shall include delivery to the City of Naples Wastewater Treatment Facility located at 1400 3rd 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

<table>
<thead>
<tr>
<th>Document Description</th>
<th>&quot;INITIAL&quot; Documents provided with Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invitation to Bid (Cover Page – completed &amp; signed)</td>
<td>✓</td>
</tr>
<tr>
<td>REFERENCES</td>
<td>✓</td>
</tr>
<tr>
<td>Section 00300 – Bid Form:</td>
<td>✓</td>
</tr>
<tr>
<td>DATA SHEETS AND DIMENSION DRAWINGS FOR EACH ITEM SUBMITTED FOR BID</td>
<td>✓</td>
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</tbody>
</table>

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
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 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 / Bolt-On
   Strainer Material: 300 SS
   Vortex Strainer: Yes

13-24 weeks Estimated delivery
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 Bearing Type: 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
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)

Column Assembly Coating
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)

Head Assembly Coating
Coating Type Head: Factory Standard
Coating Name Head: PPG Tecstar
Coating Thickness Head: 1.5-2 Mils 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)

Testing (Pump)
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

Other Optional Features or Requirements
Spare Parts
Spare Parts: No Spare Parts Provided

Engineering Options
Mill Certs: Material Certifications Required - NO
Non Destructive Testing: Non-Destructive Testing Required - NO
Standard O&M Manuals (1 copy)
Special Engineering Drawings - NO

Special Services / Warranty Options
Expedite Fees: Expedite Order Delivery - NO
Field Service: Field Service/Start-up Services Required - NO
Warranty: Standard Manufacturers Warranty

Special Tools / Special Options
Special Tools: Special Assembly Tools Required - No
Other Specials: Other Special Options - NO

Freight / Shipping Charges: No Freight and/or Shipping Charges Included
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<tr>
<td>1</td>
<td>Driver</td>
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<td></td>
<td>Driver Options and Accessories</td>
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<tr>
<td></td>
<td>Driver Type: Electric Motor</td>
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<tr>
<td></td>
<td>Driver Shaft Type: VSS</td>
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<tr>
<td></td>
<td>Driver Size: 600HP</td>
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<tr>
<td></td>
<td>Phase: Three</td>
</tr>
<tr>
<td></td>
<td>Enclosure: WPI</td>
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<tr>
<td></td>
<td>Voltage: 230/460V</td>
</tr>
<tr>
<td></td>
<td>Driver: US Motors 600HP 1800RPM, 3/60/460V, 5012VPA, RVE14, WP-1, VSS, VPI 2000 INSULATION, PREM EFF/INVERTER DUTY, 9500LBS, TESTING</td>
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<tr>
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<td>Manufacturer: US</td>
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<tr>
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<td>Driver Base Diameter: 30.5&quot; BD</td>
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<tr>
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<td>Control Panel: None</td>
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<tr>
<td></td>
<td>Fuses: None</td>
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<td>Start panel: None</td>
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Customer: A C SCHULTES OF FLORIDA, INC
Reference: City of Naples
<table>
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<td>Quantity</td>
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<tr>
<td>Quote number</td>
<td>467262</td>
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</table>

**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: 1,750 rpm
- Impeller diameter, rated: 13.38 in
- Impeller diameter, maximum: 13.81 in
- Impeller diameter, minimum: 12.03 in
- Efficiency (bowl / pump): 82.72 / 81.63 %
- NPSH required / margin required: 39.57 / 0.56 ft
- Ns (total flow) / Nss (imp. eye flow): 3,641 / 9,410 US Units
- MCSF: 4,734.3 USgpm
- Head, maximum, rated diameter: 546.0 ft
- Head rise to shutoff (bowl / pump): 96.02 / 96.14 %
- Flow, best eff. point (bowl / pump): 5,502.8 / 5,468.7 USgpm
- Flow ratio, rated / BEP (bowl / pump): 118.12 / 118.56 %
- Diameter ratio (rated / max): 96.65 %
- Head ratio (rated dia / max dia): 87.66 %
- Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]: 1.00 / 1.00 / 1.00 / 1.00
- Selection status: Acceptable

**Pump Performance Datasheet**

- Size: 20MC
- Stages: 3
- Based on curve number: 20MC
- Date last saved: 10 Dec 2015 10:20 AM
- Liquid: 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: 1.00 / 1.00 SG
- Viscosity, rated: 1.00 cP
- Vapor pressure, rated: 0.34 psi a
- Material: 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 / 563 hp
  - Power, maximum, rated diameter: 553 hp
  - Minimum recommended motor rating: 660 hp / 447 kW

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

Nidec
— All for dreams

Date: December 9, 2015
Attention: Chase Moore
Reference: City of Naples Waste Water Treatment Plant

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QTY</th>
<th>HP</th>
<th>FRAME</th>
<th>SPEED</th>
<th>WEIGHT</th>
<th>TYPE</th>
<th>NMC Ref.##</th>
<th>NET EACH</th>
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<tbody>
<tr>
<td>A</td>
<td>1</td>
<td>600</td>
<td>5012VPA</td>
<td>1800</td>
<td>6200 Lbs</td>
<td>RVE14</td>
<td>111833</td>
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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
- 1.5" NPT Conduit Opening
- Test Requirements
- Short Commercial Test – Unwitnessed

Submittal Package:

Quote Comments:
Section 01070 – Project Summary & Specification pp.16-19
1. [Clarification] 3.B.3 – Motors shall be designed, built and tested per NEMA MG1 standards.
2. [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.
3. [Exception] E.2 – Warning plate shall be per Nidec standard. Quoting also in Nidec standard frame size ordering 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.
4. [Exception] E.6 – Mica are available on form wound design only.
5. [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.
6. [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.
7. [Exception] G – By others.
8. [Exception] H.I – 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 distributer.

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.

<table>
<thead>
<tr>
<th>TERMS</th>
<th>* ESTIMATED LEAD TIME</th>
<th>** FREIGHT</th>
<th>F.O.B.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net 30 Days</td>
<td>8-10 Weeks + Transit</td>
<td>Collect</td>
<td>Shipping Point</td>
</tr>
</tbody>
</table>

* 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 written approval.
NIDEX MOTOR CORPORATION
TERMS AND CONDITIONS OF SALE

1. PRICE:
   Prices of Goods, whether specified in Seller's price list or schedule, quotation, or written
   contract, are subject to change without notice. To the extent permitted by law, Buyer
   shall have the right to cancel any such changes. No claim, whether in writing or
   orally, whether made by Buyer or Seller, notwithstanding any express or implied
   agreement to the contrary, shall affect the terms and conditions of sale. Any addition
   or alteration to the terms and conditions of sale shall be effective only upon written
   agreement signed by both Buyer and Seller. Buyer’s acceptance of your order for the
   purchase of Goods, Buyer’s written acknowledgement or verbal confirmation of
   Goods received from Seller, and/or Seller’s delivery of Goods shall constitute Buyer’s
   acceptance of the price for the Goods. If Buyer’s order contains multiple purchase
   orders, each purchase order will be considered as a separate order and charged
   accordingly. Buyer shall be responsible for any cost associated with the delivery of
   Goods to the Buyer’s site. Buyer shall bear the risk of loss or damage to the Goods
   during transportation to the Buyer’s site. Seller reserves the right to adjust the price
   of Goods at any time, without notice, for any reason. Any change in the price of
   Goods shall be effective as of the date of Buyer’s order, unless otherwise agreed by
   Seller. Any such change shall be effective as of the date of Buyer’s order, unless
   otherwise agreed by Buyer. The price for the Goods shall be the price set forth in
   Seller’s price list or schedule, quotation, or written contract, unless otherwise
   agreed in writing by Seller and Buyer. Buyer shall be responsible for any cost
   associated with the delivery of Goods, including, but not limited to, transportation,
   insurance, and handling charges. Any change in the price of Goods shall be
   effective as of the date of Buyer’s order, unless otherwise agreed by Buyer.

2. TAXES:
   The Buyer shall pay all taxes and duties imposed on the sale of the Goods, including
   those taxes and duties imposed by local governments, states, or countries. Buyer
   shall reimburse Seller for any taxes and duties imposed on the sale of the Goods, and
   any taxes and duties imposed on the purchase of the Goods shall be paid by Buyer.
   Buyer shall be responsible for any cost associated with the delivery of Goods, including
   transportation, insurance, and handling charges. Any change in the price of Goods
   shall be effective as of the date of Buyer’s order, unless otherwise agreed by Buyer.

3. TERMS OF PAYMENT:
   Unless otherwise specified by Seller, all terms are net 30 days from date of ship.
   Payment terms are subject to change at any time, without notice. Buyer shall be
   responsible for any cost associated with the delivery of Goods, including transportation,
   insurance, and handling charges. Any change in the price of Goods shall be effective
   as of the date of Buyer’s order, unless otherwise agreed by Buyer. The price for the
   Goods shall be the price set forth in Seller’s price list or schedule, quotation, or
   written contract, unless otherwise agreed in writing by Seller and Buyer. Buyer shall
   be responsible for any cost associated with the delivery of Goods, including
   transportation, insurance, and handling charges. Any change in the price of Goods
   shall be effective as of the date of Buyer’s order, unless otherwise agreed by Buyer.

4. SHIPMENT AND DELIVERY:
   While Seller will use all reasonable efforts in the delivery, Seller cannot be held
   responsible for any delays in delivery caused by events beyond Seller’s control, such
   as labor strikes, accidents, governmental orders, or natural disasters. Buyer shall
   be responsible for any cost associated with the delivery of Goods, including
   transportation, insurance, and handling charges. Any change in the price of Goods
   shall be effective as of the date of Buyer’s order, unless otherwise agreed by Buyer.

5. LIMITED WARRANTY:
   Subject to the limitations of Section 8, Seller warrants that the Goods manufactured
   by Seller shall be free from defects in materials and workmanship for a period of [x]
   years from the date of delivery. Seller shall have the right, at its sole discretion,
   to repair or replace any Goods that it determines to be defective. The warranty
   period shall be determined in accordance with Seller’s standard warranty policies
   and procedures. Any change in the price of Goods shall be effective as of the date
   of Buyer’s order, unless otherwise agreed by Buyer. Buyer shall be responsible for
   any cost associated with the delivery of Goods, including transportation, insurance,
   and handling charges. Any change in the price of Goods shall be effective as of the
date of Buyer’s order, unless otherwise agreed by Buyer.

6. LIMITATION OF REMEDY AND LIABILITY:
   The sole and exclusive remedy for breach of this Warranty is repair or replacement
   of the Goods at no additional charge to Buyer. Seller shall not be liable for any
   consequential or indirect damages, including, but not limited to, lost profits or
   lost business. Buyer shall be responsible for any cost associated with the delivery
   of Goods, including transportation, insurance, and handling charges. Any change
   in the price of Goods shall be effective as of the date of Buyer’s order, unless otherwise
   agreed by Buyer.

7. PATENTS AND COPYRIGHTS:
   Subject to the limitations of the first paragraph of Section 6, Seller warrants that
   Seller shall be responsible for any claim of infringement by Seller. If Buyer
   receives an invalid patent or copyright, it shall be repaired or replaced at no additional
   charge to Buyer. Seller shall have the right, at its sole discretion, to repair or replace
   any Goods that it determines to be defective. The warranty period shall be determined
   in accordance with Seller’s standard warranty policies and procedures. Any change
   in the price of Goods shall be effective as of the date of Buyer’s order, unless otherwise
   agreed by Buyer. Buyer shall be responsible for any cost associated with the delivery
   of Goods, including transportation, insurance, and handling charges. Any change in
   the price of Goods shall be effective as of the date of Buyer’s order, unless otherwise
   agreed by Buyer.

8. DISCLAIMER:
   Seller makes no representations or warranties, express or implied, as to the
   fitness of the Goods for any purpose, and Seller disclaims all other warranties,
   express or implied, including but not limited to, the warranties of merchantability
   and fitness for a particular purpose. Buyer shall be responsible for any cost
   associated with the delivery of Goods, including transportation, insurance, and
   handling charges. Any change in the price of Goods shall be effective as of the date
   of Buyer’s order, unless otherwise agreed by Buyer.

9. LIMITATION OF REMEDY AND LIABILITY:
   The sole and exclusive remedy for breach of this Warranty is repair or replacement
   of the Goods at no additional charge to Buyer. Seller shall not be liable for any
   consequential or indirect damages, including, but not limited to, lost profits or
   lost business. Buyer shall be responsible for any cost associated with the delivery
   of Goods, including transportation, insurance, and handling charges. Any change
   in the price of Goods shall be effective as of the date of Buyer’s order, unless otherwise
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10. LIMITATION OF REMEDY AND LIABILITY:
   The sole and exclusive remedy for breach of this Warranty is repair or replacement
   of the Goods at no additional charge to Buyer. Seller shall not be liable for any
   consequential or indirect damages, including, but not limited to, lost profits or
   lost business. Buyer shall be responsible for any cost associated with the delivery
   of Goods, including transportation, insurance, and handling charges. Any change
   in the price of Goods shall be effective as of the date of Buyer’s order, unless otherwise
   agreed by Buyer.
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 Reclain Pump Upgrade (WWTP #4 600 HP Reclain Motor/Pump Upgrade/Replacement Project)

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quant.</th>
<th>Units</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1:</td>
<td>Supply.Install #4 600 HP Reclain Pump/Motor Assembly as defined herein</td>
<td>1</td>
<td>LS</td>
<td>$108,000.00</td>
</tr>
<tr>
<td>2:</td>
<td>Supply.Install #4 600 HP Reclain Pump Discharge Piping as defined herein</td>
<td>1</td>
<td>LS</td>
<td>$72,000.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total Bid Price:</strong></td>
<td></td>
<td></td>
<td><strong>$180,000.00</strong></td>
</tr>
</tbody>
</table>

All pricing shall include delivery to the City of Naples Wastewater Treatment Facility located at 1400 3rd 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

<table>
<thead>
<tr>
<th>Document Description</th>
<th>&quot;INITIAL&quot; Documents provided with Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invitation to Bid (Cover Page – completed &amp; signed)</td>
<td>✓</td>
</tr>
<tr>
<td>REFERENCES</td>
<td>✓</td>
</tr>
<tr>
<td>Section 00300 – Bid Form:</td>
<td>✓</td>
</tr>
<tr>
<td>DATA SHEETS AND DIMENSION DRAWINGS FOR EACH ITEM SUBMITTED FOR BID</td>
<td>✓</td>
</tr>
</tbody>
</table>

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.acefi@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
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 to 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 12th day of January, 2016.

By: [Signature]

[Name]