

**AMENDMENT SEVEN (TASK B) OF PROFESSIONAL
SERVICES AGREEMENT (CCNA)**

RFQ 15-048 NAPLES BEACH STORMWATER OUTFALLS SERVICES

CLERK TRACKING NO. 2022-00054

This **Amendment Seven** (Task B) to the PROFESSIONAL SERVICES AGREEMENT (hereinafter "this Amendment") is made and entered into effective the **28th day of February 2022** by and between the **City of Naples** (the "CITY") located at 735 8th Street South 34102 and **Erickson Consulting Engineers, Inc.**, a Florida Corporation authorized to do business in Florida, located at: 7201 Delainey Court; Sarasota, Florida 34240 (the "CONSULTANT").

WITNESSETH

WHEREAS, the CITY, is a Florida municipal corporation, having a responsibility to provide certain services to benefit the citizens of the CITY; and

WHEREAS, the CITY and CONSULTANT entered into a CONSULTANT's Agreement dated August 19, 2015 (Clerk Tracking No. 2015-00132) (hereinafter the "Agreement"); and

WHEREAS, the CONSULTANT has provided services under the Agreement, in a manner satisfactory to the CITY; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, promises and conditions herein set forth, it is hereby acknowledged and agreed as follows:


1. **Recitals.** The foregoing recitals are true and correct and constitute the material basis for this Amendment. Said recitals are hereby ratified and made a part of this Amendment of CONSULTANT's Agreement.
2. The Time for completion is a **completed date of December 31, 2022, and with an Administrative 60-day Project Close-out Time Frame.**
3. The total Compensation of the Original Agreement is amended to reflect an increase to the CONSULTANT for this Amendment **in the amount of \$193,630.00** for Project Task B as indicated in **Attachment A (Scope of Services including Basis of Compensation)**, attached and made a part of this Amendment for a total Agreement and its Amendments 1-7 (Task A & B) at \$3,621,600.00.
4. Unless otherwise stated herein, all remaining terms, provisions, and conditions, including, but not limited to the terms for payment, of the Agreement dated August 19, 2015, incorporated in this Amendment by reference, all remain in full force and effect.
5. **E-Verify.** CONSULTANT affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., CONSULTANT is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, CONSULTANT requires from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien, and that CONSULTANT is otherwise in compliance with Sections 448.09 and 448.095, Florida Statutes. The **E-**

Verify Affidavit attached as **Attachment B** is incorporated into this Amendment by reference.

- 6. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONSULTANT hereby certifies that CONSULTANT is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONSULTANT further hereby certifies that CONSULTANT is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONSULTANT understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONSULTANT to civil penalties, attorney's fees, and/or costs. CONSULTANT further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONSULTANT (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.
- 7. Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by CITY specified in the Agreement shall not be construed as a waiver of CITY's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by CITY in the Agreement in derogation hereof shall be void and of no force or effect.
- 8. Non-appropriation.** CITY's performance and obligation to pay under this Agreement is contingent upon an appropriation during the CITY's annual budget approval process. If funds are not appropriated for a fiscal year, then the CONSULTANT shall be notified as soon as is practical by memorandum from the CITY Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal yearend shall be without penalty or expense to the CITY subject to the CITY paying all invoices for services rendered during the period the Agreement was funded by appropriations.

9. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the CITY and the CONSULTANT have caused this Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

ATTEST

 By: *Patricia E. Rambosk*
 Patricia E. Rambosk, City Clerk

CITY:

CITY OF NAPLES, FLORIDA

By: *Pete DiMaria*
 Pete DiMaria, Interim City Manager

Approved as to form and legal sufficiency:

By: /s/ Ralf Brooks, Esq.
 City Attorney (Vose Law Firm)

CONSULTANT:

ERICKSON CONSULTING ENGINEERS, INC.
 7201 Delainey Court
 Sarasota, Florida 34240
 Attention: **Karyn M. Erickson**, President

(CORPORATE SEAL)

Laura Robichaux
 Witness (Signature)

Printed Name: Laura Robichaux

By: *Karyn Erickson*
 (Signature)

Printed Name: Karyn Erickson

Title: President

FEI/EIN Number: (FL) 58-2631795



**NAPLES BEACH STORMWATER OUTFALLS - SCOPE OF SERVICES (AMENDMENT 7B)
PURSUANT TO THE AGREEMENT BETWEEN THE CITY OF NAPLES AND ERICKSON CONSULTING
ENGINEERS, INC**

PROJECT DESCRIPTION

This Scope Amendment (Amendment 7B) modifies the ECE scope of services to include construction engineering services to monitor the performance of the Contractor and to determine the compliance of the Contractor's Work with the Contract Drawings and Specifications. In addition, ECE will certify the project complete to Federal and State permitting agencies following construction in accordance with the permits. The costs provided herein represent construction contract administration services extending for a period of six months.

Adjustments to the Scope of Services included herein are specific to the feasibility of moving the facility and visual buffering or wrapping were including planning, analysis and meeting tasks necessary to achieve the goals set forth by City Council were identified including:

Construction Engineering Services for Directionally Drilled Offshore Discharge for South System

- B1. Final Signed/Sealed Construction Plans (15-30 days)
- B2. Pre-Construction Services (30-60 Days)
- B3. Construction Observations and Reporting Services (90 Days)
- B4. Engineer-of-Record Services in the Construction Phase (120 Days)
- B5. Post-Construction Services and Reporting (30-60 Days)

PROJECT BACKGROUND

There have been long-standing concerns from the State's regulatory agencies, City officials and staff, environmental groups, property owners, residents and visitors that the beach outfalls adversely impact beach erosion, lateral beach access, sea turtle nesting habitat, water quality and beach aesthetics. In addition, the City has experienced significant flooding of Gulf Shore Boulevard during high frequency rainfall events.

In 2012, the City adopted Resolution No 12-13028 and amended their stormwater master plan to require the removal of the City's stormwater beach outfalls. In September 2015 to June 2016, Erickson Consulting Engineers, Inc. (ECE) conducted a technical analysis and presented the Design Development Phase 1 to the City Council assessing the feasibility of and providing a design (30%) for consolidation of the nine publicly owned outfalls to a stormwater pump station(s) in a location that would receive all or a portion of the stormwater currently discharging along Naples Beach (Drainage Basin II); and discharge the collected and treated stormwater through an offshore gulf discharge pipeline(s).



Task B3.4 Monthly Regulatory Agency Progress Reporting/Coordination:

The Engineer will provide monthly progress reports to the regulatory agencies to describe the construction work to date, submit the results of the required turbidity monitoring, certify the construction is in compliance with the permits and note deviations from the permits and explain said deviation. The reports will also provide a schedule update.

TASK B4: ENGINEER-OF-RECORD SERVICES IN THE CONSTRUCTION PHASE

The Engineer of Record (EOR) will provide the customary services for the construction phase of the Project including: (1) interpret and clarify contract documents when questions arise (RFI's); (2) reviewing and approving technical elements of contract change orders; (3) observe critical work elements, review and evaluate proposed substitutions; (4) review technical elements of contract submittals (e.g. shop drawings or work plan); (5) provide opinions and advice to the City on technical elements related to design and construction; (6) represent the City with the regulatory agencies; and (7) consult on quality control measures.

Task B4.1 Contractor/City Change Orders & Time Extensions:

The EOR will be responsible for analyzing, processing and approving (or rejecting) change order requests from the Contractor and/or the City. In addition, the EOR will be responsible for assessing time extension requests by the Contractor and the implications for such requests on the project schedule and pending turtle nesting season. Change orders resulting from no fault time extensions due to weather delays, City directed changes due to subsurface geotechnical/physical site conditions, Contractor requested change order(s) due to the clarifications on specified tolerances that require Engineers' opinion, response or recommendation to the City which shall be provided during Project construction.

Consultant will be responsible for analyzing, processing and providing a recommendation to the City for approving (or rejecting) change order requests (cost and schedule impacts) from the Contractor.

Task B4.2 Interpret Contract Documents and approval of Shop Drawings:

The EOR is required to provide interpretations of the contract documents. In addition, the EOR must assess construction deviations and provide allowances to ensure the design intent and compliance with the permits. The EOR is required to issue an "Engineers Directive" in response to contractor requests for clarification and/or in response to a regulatory agency action. Shop drawings will be reviewed for conformance with the construction drawings and permits.



construction, deviations in the design and technical basis for deviations and sign/seal the required certifications to FDEP and USACE. This report and the associated certifications must be signed by the EOR.

Task B5.4 Post-Construction Project Completion Report and As-Built:

Following completion of construction, the Engineer will prepare a detailed post-construction project completion report compliance with all special conditions of the contract documents and sign/seal the required certifications to the City of Naples. This report and the associated certifications must be signed by the EOR.

TIME FOR COMPLETION

Engineer shall make every effort to complete the professional services for Amendment 8 scope of services, as outlined above on or before December 24, 2022.

COMPENSATION

Project compensation and fees by task are detailed in Attachment A.

ATTACHMENT A

**NAPLES BEACH RESTORATION & WATER QUALITY IMPROVEMENT PROJECT -
SCOPE OF SERVICES**

Construction Management Services for Offshore Pipeline

Schedule of Costs (February 2022)

7B	Construction Management Services – HDD South System	
B1	FINAL CONSTRUCTION DOCUMENTS	
B1.1	Final Construction Documents (Sign/Seal)	\$6,590
	Sub-Total	\$6,590
B2	PRE CONSTRUCTION SERVICES (60 DAYS)	
B2.1	Pre-Construction Conference with Contractor and Sub-Contractors	\$5,990
B2.2	Pre-Construction Meetings with Regulatory Agencies	\$3,670
B2.3	Review Contractor's Pre-Construction Submittals	\$7,540
B2.4	Site Stakeout Confirmation	\$3,840
B2.5	Site Observations of Contractor Staging and Construction of Dewatering Basin	\$5,790
	Sub-Total	\$26,830
B3	CONSTRUCTION OBSERVATION AND REPORTING SERVICES (90 DAYS)	
B3.1	Site Representation and CEI Services	\$70,050
B3.2	Construction Reporting and Scheduling	\$19,590
B3.3	Assess Completion Quantities, Analyze Contractor Periodic Invoices and Recommend Payment	\$4,610
B3.4	Monthly Progress Reports to Agencies	\$4,980
	Sub-Total	\$99,230
B4	ENGINEER-OF-RECORD SERVICES	
B4.1	Contractor/City Change Orders	\$6,650
B4.2	Interpret Contract Documents (RFIs and Shop Drawings)	\$9,360
B4.3	Observe/Approve Critical Work products	\$22,110
B4.4	Weekly Progress Meetings with the Contractor	\$11,030
	Sub-Total	\$49,150
B5	POST-CONSTRUCTION SERVICES AND REPORTING	
B5.1	Conduct Substantial Completion Inspection/Generate Punch List	\$4,900
B5.2	Final Inspection and Release of Retainage Recommendation	\$2,320
B5.3	Post-Construction Project Completion Report and Certification to FDEP and USACE	\$2,400
B5.4	Post-Construction Project Completion Report and As-Built Certification to City	\$2,210
	Sub-Total	\$11,830
	Amendment 8 Total:	\$193,630

Attachment-B : Immigration Law Affidavit Certification

This Affidavit is required and should be signed by an authorized principal of the firm, notarized and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Vendors/ Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Failure to sign this Affidavit and acceptable evidence of enrollment in the E-Verify program, may deem the (Vendor / Bidder) being a Contractor, Firm, Consultant, etc., and the Issued Task Order Amendment as non-acceptable to the CITY.

City of Naples will not intentionally award CITY contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

City of Naples may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by City of Naples.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's/ Bidder's proposal.

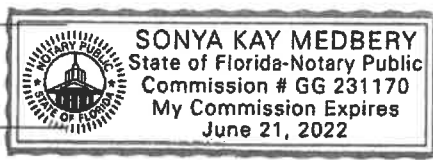
Company Name Erickson Consulting Engineers, Inc.
Print Name Karyn Erickson Title President
Signature [Handwritten Signature] Date 02/22/2022

State of Florida
County of Sarasota

The foregoing instrument was signed and acknowledged before me this 22nd day of February, 2022, by Karyn Erickson who has produced is personally known to me as identification.
(Print or Type Name) (Type of Identification and Number)

[Handwritten Signature]
Notary Public Signature

Sonya K. Medbery
Printed Name of Notary Public



Notary Commission Number/ Expiration

The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.