

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

RFQ 15-048 NAPLES BEACH STORMWATER OUTFALLS SERVICES

CLERK TRACKING NO. 2022-00035

This **Amendment Seven** (Task A) to the PROFESSIONAL SERVICES AGREEMENT (hereinafter "this Amendment") is made and entered into effective the **16th 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 \$92,840.00** for Project Task A 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) at \$3,427,970.00.
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.



CITY:

CITY OF NAPLES, FLORIDA

By: Pete DiMaria
Pete DiMaria, Interim City Manager

Approved as to form and legal sufficiency:

By: Nancy Boyd
City Attorney

(CORPORATE SEAL)

Laura Robichaux
Witness (Signature)

Printed Name: LAURA ROBICHAUX

CONSULTANT:

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

By: Karyn Erickson
(Signature)

Printed Name: Karyn Erickson

Title: President

FEI/EIN Number: (FL) 58-2631795



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

PROJECT DESCRIPTION

This Scope Amendment (Amendment 7) is to outline the amended scope of services to complete the tasks as directed by City Council at a December 17, 2021 City Council Meeting at which the South Pump Station facility options to shift the components and drive aisles were discussed and direction was given by the City Council to modify and develop Option #1 (attached).

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:

Part A: South Pump Station Facilities

- A1. Meetings and Contract Management
- A2. 90% Plans for the Pump Station (shift PS components, vegetation, curbing, asphalt)
- A3. 90% Plans for the Underground Infrastructure (HDD, Vaults, Storm sewer and utilities and Gulf Shore Boulevard curbs) and Gulf Shore Boulevard
- A4. Cost Estimate (90% Design Plans)

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 publically 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).

ECE ("Engineer") will complete the following task assignments for the City of Naples ("City").



SCOPE OF SERVICES

Task A 90% Design and Engineering (*Revised*) South System Stormwater Pump Station and Underground Infrastructure

TASK A1: MEETINGS AND CONTRACT MANAGEMENT

The Engineer will provide a Project Manager and staff to administer the technical, environmental, and administrative tasks necessary to execute the Project. To ensure timely and cost-effective completion of this contract, the Engineer will maintain cost and scheduling controls on all work performed in association with the contract. The Engineer will coordinate sub-consultant contracts as required to establish deliverables, schedule and invoicing procedures to meet the City's requirements for payment.

Engineer will update the Project schedule as required and budget as needed to document progress and work accomplished. The Engineer's Project Manager will monitor and control costs, deliverables, and schedules and provide quality control of all work products. The Engineer's Project Manager and senior staff member will attend City staff meetings, as appropriate. The meetings and coordination to support development of the 90% Plans are described below.

TASK A2: 90% PUMP STATION PLANS (MECHANICAL, VEGETATION, CIVIL WORKS)

The Engineer will design the revised South Pump Station Layout and Generator Enclosure with buffering. SPS construction plans and specifications to 90%. This includes all civil elements (grading, paving, drainage, curb), landscaping within the site and shielding for generator and street-end, and mechanical modifications to the pump station including piping to the outfalls. Project meetings and coordination and specifying of the custom color coating for the generator is also included.

TASK A3 90% DESIGN PLANS FOR THE UNDERGROUND INFRASTRUCTURE

The Engineer will develop the HDD, vaults, storm sewer, utilities and curbing and inlet drains to the 90% design level. Design changes to shift the underground infrastructure nominally 10.1 ft, including the vault, box culverts, pipe connection(s), HDD and pump station discharge lines and valves that will be required due to the proposed shift options and potential impacts to the sanitary and potable water lines.



TASK A4 SCHEDULE OF QUANTITIES AND COSTS

The Engineer shall develop schedule of quantities and estimate of costs at the 90% design level, including all civil works costs, generator color and fencing color to shield facility and underground infrastructure relocation (pump station, piping, vaults and HDD connections) for revised option identified by the City.

The duration for Task A services is estimated at 6 weeks.

TIME FOR COMPLETION

Engineer shall make every effort to complete the professional services for Task B 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		
South Pump Station: Design Revisions		
Schedule of Costs (February 2022)		
Task	Description	Total Fee
A	90% Design and Engineering (<i>Revised</i>) South System Stormwater Pump Station and Underground Infrastructure	
A1	Meetings and Contract Management	\$2,760
A2	90% Pump Station Plans (Mechanical, Vegetation, and Civil Works)	\$59,520
A3	90% Design Plans for the Underground Infrastructure	\$21,860
A4	Schedule of Quantities and Costs	\$8,700
Amendment 7 Total:		\$92,840

E-VERIFY AFFIDAVIT: RFQ 15-048 Amendment Seven (Task A): Erickson Consulting Engineers, Inc.

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 *Karyn Erickson* 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

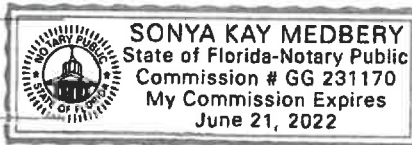
Karyn Erickson who ~~has produced~~ is personally known to me _____ as identification.

(Print or Type Name)

(Type of Identification and Number)

Sonya K. Medbery
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.