

**AMENDMENT-01 OF  
CONTRACTOR'S AGREEMENT**

**ITB 21-009 WWTP SLUDGE DEWATERING &  
STABILIZATION BUILDINGS MODIFICATIONS**

CLERK TRACKING NO. 2022-00005

This Amendment to the CONTRACTOR'S AGREEMENT (hereinafter "this Amendment-01 ") is made and entered into effective the 11th day of January 2022 by and between the **City of Naples** (the "CITY") located at 735 8<sup>th</sup> Street South 34102 and **TLC Diversified, Inc.**, a Florida Corporation authorized to do business in Florida, located at: 2719 17<sup>th</sup> Street East; Palmetto, Florida 34221 (the "CONTRACTOR").

**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 CONTRACTOR entered into a Contractor's Agreement dated March 3, 2021 (Clerk Tracking No. 2021-00029) (hereinafter the "Agreement"); and

**WHEREAS**, the CONTRACTOR 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-01 of Contractor's Agreement.
2. **The Time for Project full completion is no later than September 30, 2022 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 CONTRACTOR for this Amendment-01 in the amount of \$42,979.00 for the Project 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 Amendment-01 at \$431,679.00.**
4. **Unless otherwise stated herein, all remaining terms, provisions, and conditions, including, but not limited to the terms for payment, of the Agreement dated March 3, 2021, all remain in full force and effect.**
5. **E-Verify.** CONTRACTOR affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., CONTRACTOR 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, CONTRACTOR requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that CONTRACTOR 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 Renewal 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. CONTRACTOR hereby certifies that CONTRACTOR 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. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONTRACTOR (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 CONTRACTOR 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-01 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 CONTRACTOR have caused this Renewal to be duly executed by their duly authorized officers, all as of the day and year first above written.

**ATTEST:**

By:

*Patricia L. Rambosk*  
Patricia L. Rambosk, City Clerk



**CITY:**

**CITY OF NAPLES, FLORIDA**

By:

*Pete DiMaria*  
Pete DiMaria, Interim City Manager

Approved as to form and legal sufficiency:

By:

*Paul G. Banks Esq.*  
City Attorney

*DeVoe Fran*

(CORPORATE SEAL)

*DeAnna Justus*  
Witness (Signature)

**Printed**

**Name:** DeAnna Justus

**CONTRACTOR:**

**TLC DIVERSIFIED, INC.**

2719 17<sup>TH</sup> Street East

Palmetto, Florida 34221

Attention: Thurston Lamberson, President

By:

*Thurston Lamberson*  
(Signature)

**Printed**

**Name:** Thurston Lamberson

**Title:** President

**FEI/EIN Number:** (FL) 59-2513308



**TLC Diversified, Inc.**  
**Keeping Water Moving.**

Environmental Construction  
Professionals Serving the Water  
& Wastewater Industry

CG C041816  
CU C053963

Mr. Jared Mellein, PE.  
HoleMontes  
950 Encore Way  
Naples, FL 34110

September 1<sup>st</sup>, 2021

Re: ITB 21-009 (TLC 2102) City of Naples Sludge Dewatering Change Proposal 01 Demo REVISION #1

Mr. Mellein,

As requested, please see attached proposal to demo the overhead belt conveyor and belt elevator.

- Demo overhead belt conveyor and belt elevator.
- Electrical disconnection by others.
- No concrete repair has been included.

**Total: \$42,979.00**

This Change Order specifically excludes all escalation of prices of material, equipment or energy experienced by TLC Diversified from the date of this change order until the execution of the needed material, equipment or energy associated with this particular increased scope of Work.

This quote is valid for 15 calendar days from date of submission.

Please let me know if you have any questions or concerns.

Sincerely,

Jake Warren  
Project Manager

**Main Office**  
2719 17th Street East  
Palmetto, FL. 34221

**Central Office**  
378 Center Pointe Circle - Suite 1272 #4  
Altamonte Springs, FL. 32701

**East Coast Office**  
7233 Southern Blvd, Suite B-1  
West Palm Beach, FL. 33413

☎ 941-722-0621  
☎ 941-722-1382  
🌐 [www.tlcdiversified.com](http://www.tlcdiversified.com)

Bid Item	Work Type	Area	Description	Takeoff Quantity	Labor Amount	Material Amount	Equip Amount	Sub Amount	Other Amount	Total Amount
01.			<b>Change Proposal 01</b>							
	01000	Gen Conditions	<b>Demo</b>							
			General Conditions							
			Project Manager	4.00 mh	-	-	-	636	-	636
			Gen Conditions	1.00 ls	-	-	-	636	-	636
			01000 General Conditions	1.00 ls	-	-	-	636	-	636
	02000	Demo	<b>Demolition</b>							
			Superintendent	2.00 wk	10,340	-	-	-	-	10,340
			Crew Utility Truck 2500-3500HD	2.00 wk	-	856	800	-	-	1,656
			Chevrolet Silverado Weekly Rent	-	-	-	-	-	-	-
			Sub - Demolition (Large Elevator)	1.00 ls	-	-	-	15,550	-	15,550
			Sub - Demolition (Overhead Belt Conveyor)	1.00 ls	-	-	-	10,450	-	10,450
			Demo	1.00 ls	10,340	856	800	26,000	-	37,996
			02000 Demolition	1.00 ls	10,340	856	800	26,000	-	37,996
			<b>01. Change Proposal 01</b>	<b>1.00 LS</b>	<b>10,340</b>	<b>856</b>	<b>800</b>	<b>26,636</b>		<b>38,632</b>
			<b>Demo</b>							

**Estimate Totals**

Description	Amount	Totals	Hours	Rate	Cost Basis	Cost per Unit	Percent of Total
Labor	10,340		80.000 hrs				24.06%
Material	856						1.99%
Subcontract	26,636						61.97%
Equipment	800		2.000 hrs				1.86%
Other							
	38,632	38,632					89.89% #####
Sales Tax on Equipment Rent	56			7.000 %	C		0.13%
Westfield Perf & Payment Bond	384				B		0.89%
	440	39,072					1.02% #####
Profit	3,907			10.000 %	T		9.09%
<b>Total</b>		<b>42,979</b>					

# **SALAZAR MACHINE & STEEL, INC.**



190 Airpark Blvd. | Immokalee, FL 34142 | P: (239) 657-2325 | F: (239) 658-2513

## QUOTE

September 1, 2021

Quote#2021-09-0001

TLC Diversified Inc.  
 Mr. Jake Warren  
 2719 17<sup>th</sup> St. East  
 Palmetto, FL 34221  
 Office: (941) 722-0621

Jobsite:  
 City of Naples Wastewater Facility  
 1400 3<sup>rd</sup> Ave. N.  
 Naples, FL 34102

Mr. Warren,

Below is the quote for the removal of the 41''W x 73' Belt Elevator at the Wastewater Treatment Plant We're confident you'll find the terms acceptable.

Scope of Work Listing:

Description	Price
Removal of the 41''W x 73' Belt Elevator as instructed	\$15,550

**Note:** All disconnection of all of the electrical, water, air, and hydraulic lines will be removed by others. Price includes hauling of the old equipment.

Thank you for the opportunity to provide a quote on our products and services. Please contact our office if you have any questions or concerns. **Applicable sales taxes are not included in the above pricing.** Also any alteration of or deviation from above specifications involving extra costs, will be executed only upon written orders and will become an extra charge over and above the estimate.

Payment Terms: Balance due upon completion, Net 30

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

Date Signed: \_\_\_\_\_

*\*\*\*Due to the unstable rising cost of steel products, this quote is only good for 15 days from the above date\*\*\**

# **SALAZAR MACHINE & STEEL, INC.**

190 Airpark Blvd. | Immokalee, FL 34142 | P: (239) 657-2325 | F: (239) 658-2513

## QUOTE

September 1, 2021

Quote#2021-09-0002

TLC Diversified Inc.

Jobsite:

Mr. Jake Warren  
 2719 17<sup>th</sup> St. East  
 Palmetto, FL 34221  
 Office: (941) 722-0621

City of Naples Wastewater Facility  
 1400 3<sup>rd</sup> Ave. N.  
 Naples, FL 34102

Mr. Warren,

Below is the quote for the removal of the 36''W x 53' Overhead Belt Conveyor at the Wastewater Treatment Plant We're confident you'll find the terms acceptable.

Scope of Work Listing:

Description	Price
Removal of the 36''W x 53' Overhead Belt Conveyor as instructed	\$10,450

**Note:** All disconnection of all of the electrical, water, air, and hydraulic lines will be removed by others. Price includes hauling of the old equipment.

Thank you for the opportunity to provide a quote on our products and services. Please contact our office if you have any questions or concerns. **Applicable sales taxes are not included in the above pricing.** Also any alteration of or deviation from above specifications involving extra costs, will be executed only upon written orders and will become an extra charge over and above the estimate.

Payment Terms: Balance due upon completion, Net 30

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

Date Signed: \_\_\_\_\_

*\*\*\*Due to the unstable rising cost of steel products, this quote is only good for 15 days from the above date\*\*\**

Attachment: 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.

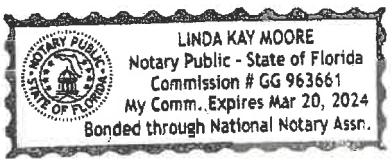
Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility 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 TLC Diversified, Inc.  
Print Name Thurston Lamberson Title President  
Signature [Handwritten Signature] Date January 10, 2022

State of Florida  
County of Manatee

The foregoing instrument was signed and acknowledged before me this 10th day of January, 2022, by Thurston Lamberson/President who has produced Personally Known to Me as identification. (Print or Type Name) (Type of Identification and Number)

[Handwritten Signature]  
Notary Public Signature  
Linda Kay Moore  
Printed Name of Notary Public  
GG 963661 / March 20, 2024  
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.