

**AMENDMENT-02 OF
CONTRACTOR'S AGREEMENT**

**ITB 21-031 WEST GOODLETTE FRANK (WGF) SANITARY SEWER SEPTIC
CONNECTIONS AND SEPTIC TANK ABANDONMENTS**

CLERK TRACKING NO. 2022-00134

This Amendment to the CONTRACTOR's AGREEMENT (hereinafter "this Amendment-01") is made and entered into effective the 2nd day of May 2022 by and between the **City of Naples** (the "CITY") located at 735 8th Street South 34102 and **Denco Construction, Inc.**, a Florida Corporation authorized to do business in Florida, located at: 4600 Cummins Court, Fort Myers, Florida 33905 (the "CONTRACTOR").

WITNESS ETH

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 April 21, 2021 (Clerk Tracking No. 2021-00058) (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:

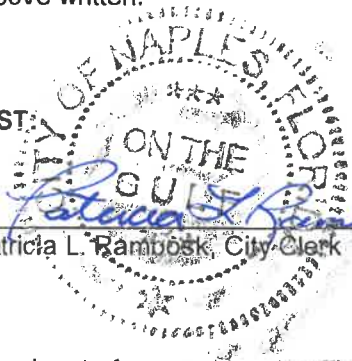
1. **Recitals.** The foregoing recitals are true and correct and constitute the material basis for this Amendment. Said recitals are hereby ratified and made a part of this Amendment-01 of Contractor's Agreement.
2. The Time for completion will change to a **fully completed date of no later than September 30, 2022, with Administrative 60-day Project Close-out Time Frame.**
3. The total Compensation of the Original Agreement and its Amendment-01 at \$1,967,624.00 will remain the same.
4. Unless otherwise stated herein, all remaining terms, provisions, and conditions, including, but not limited to the terms for payment, of the Agreement dated April 21, 2021, incorporated in this Amendment by reference, 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 **Exhibit A** 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. 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 Amendment-01 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: *Jay Boodheshwar*
Jay Boodheshwar, City Manager

Approved as to form and legal sufficiency:

By: *Frank G. Bissin*
City Attorney

(CORPORATE SEAL)

Frank G. Bissin

Witness (Signature)

Printed Name: FRANK G. BISSIN

CONTRACTOR:

DENCO CONSTRUCTION, INC.
4600 Cummins Court
Fort Myers, Florida 33905
Attention: **Robert H. Bubar**, President

By: *Robert H. Bubar*
(Signature)

Printed Name: ROBERT H. BUBAR

Title: PRESIDENT

FEI/EIN Number: (FL) 31-1071467

E-VERIFY AFFIDAVIT: ITB 21-031 Amendment-02 : Denco Construction, Inc.

Exhibit - A : 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 Denco Construction, Inc.

Print Name Robert H Bubar Title President

Signature *Robert H Bubar* Date April 27, 2022

State of Florida

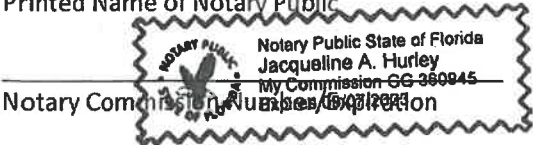
County of Lee

The foregoing instrument was signed and acknowledged before me this 27th day of April, 2022, by

Robert H Bubar who has produced personally known as identification.
(Print or Type Name) (Type of Identification and Number)

Jacqueline A Hurley
Notary Public Signature

Jacqueline A Hurley
Printed Name of Notary Public



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.

CITY OF NAPLES, FLORIDA

CITY OF NAPLES ETHICS CODE
ADDENDUM TO

ITB NO. 21-031 WEST GOODLETTE FRANK (WGF) SANITARY SEWER SEPTIC
CONNECTIONS AND SEPTIC TANK ABANDONMENTS

THIS ADDENDUM is made and entered into this 2nd day of May, 2022, by and between the CITY OF NAPLES, a Florida municipality, hereinafter referred to as the "City", and DENCO CONSTRUCTION, INC., a Florida Corporation hereinafter referred to as "Contractor", concerning that certain Invitation-to-Bid No. 21-031 dated the 21st day of April, 2021.

WITNESSETH:

WHEREAS, Contractor is a "Covered Person" as that term is defined by Section 17.3.(1)(a) of the Naples Charter and the City of Naples Code of Ethics, as applicable, and as it may be amended from time to time; and

WHEREAS, any conflict between the City's Ethics Code and the terms contained in this Addendum shall be resolved in favor of the City's Ethics Code, as it may be amended from time to time."

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Contractor understands and agrees that by signing this Addendum, Contractor is a "Covered Person" as that term is defined by Section 17.3.(1)(a) of the Naples Charter and hereby agrees to the inclusion of the required contract language set forth in City of Naples Code of Ethics, See, City Code Section 2-975(h)ⁱ, as may be applicable, and as it may be amended from time to time, as part of the Task Order.
2. Any conflict between the City's Ethics Code and the contractual terms contained in this Addendum shall be resolved in favor of the City's Ethics Code, as it may be amended from time to time.

IN WITNESS WHEREOF the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Witness

Print Name: Frank Gibson

Witness

Print Name: DUSTIN GIBSON

DENCO CONSTRUCTION, INC.

Signature

Print Name: Robert H. Bubar

Title: Blas Sent

Date Signed by Contractor: APRIL 29, 2022

CITY OF NAPLES

City Manager

ATTEST

Patricia Rambold, City Clerk

Date signed by City:

Approved as to form and sufficiency

City Attorney

1 Naples City Code Section 2-975 (h) Bids and contracts.

- (1) **“Required contract language.** Except as otherwise prohibited by law, all contracts with persons or business entities providing construction or professional services to the city shall contain one or more contractual provisions, unless specifically waived by the city council, which:
- a. Provide assurances to the city that the contracting person or entity will not employ or offer to employ any elected officer or city managerial employee who in any way deals with, coordinates on, or assists with the construction or professional services provided, for a period of two years after termination of all provisions of the construction or professional services contract;
 - b. Provide restrictions on the ability of the person or business entity contracting with the city to also provide services for compensation to another party other than the city on the same subject matter, same project, or scope of services without city council approval; and
 - c. Provide covenants that the contracting person or other entity will not disclose or use information not available to members of the general public and gained by reason of such person or business entity's contractual relationship with the city for the special gain or benefit of the contracting person or entity, or for the special gain or benefit of any other person or business entity, except as specifically contemplated or authorized by the contract.”