

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

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

CLERK TRACKING NO. 2021-00201

This Amendment to the CONTRACTOR'S AGREEMENT (hereinafter "this Amendment-01") is made and entered into effective the 30th day of November 2021 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").

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 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 remain the same as stated in the Original Agreement with a **fully completed date no later than February 28, 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 CONTRACTOR for this Amendment-01 **in the amount of \$100,084.00** 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 \$1,967,624.00.
4. Unless otherwise stated herein, all remaining terms, provisions, and conditions, including, but not limited to the terms for payment, of the Agreement dated 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 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
ON THE
By: Patricia L. Rambosk
Patricia L. Rambosk, City Clerk

Approved as to form and legal sufficiency:

By: Nancy D. Hill
City Attorney

(CORPORATE SEAL)

[Signature]
Witness (Signature)

Printed Name: FRANK GIBSON

CITY:

CITY OF NAPLES, FLORIDA

By: Pete DiMaria
Pete DiMaria, Interim City Manager

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

**Denco Construction, Inc.
West Goodlette Frank Sanitary Sewer Connections**

Proposal for Flowable Fill Tank Abandonment

23-Jul-21

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Added Cost of Flow Fill per Tank	1	LS	\$ 968.00	\$ 968.00
2	Added Cost for Pumper per Tank	1	LS	\$ 260.00	\$ 260.00
3	Reduced Fill Cost per Tank	1	LS	\$ (172.00)	\$ (172.00)
4	Reduced Labor Cost per Tank	1	LS	\$ (85.00)	\$ (85.00)
5	Reduced Restoration Cost per Tank	1	LS	\$ (60.00)	\$ (60.00)
Additional Cost per Tank for Flowable Fill Abandonment				Total:	\$ 911.00

Contract Amendment No. 01 Additional Funding Calculation:

1. Estimated (44) Tank Abandonments requiring "flowable fill": **\$40,084** (\$911 per tank for flowable fill; new negotiated rate depicted above)
2. Estimated (50) ADDITIONAL Tank Abandonments: **\$60,000** (\$1,200 per tank; existing contractual rate within original contract - reference Item 3a. on Attachment B-1: Compensation (Schedule of Values)).

GRAND TOTAL: \$100,084.00

E-VERIFY AFFIDAVIT: ITB 21-031 Amendment-01 : Denco Construction, Inc.

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 DENCO CONSTRUCTION, INC.
Print Name ROBERT H. BUBAR Title PRESIDENT
Signature [Handwritten Signature] Date 11/30/2021
State of FLORIDA
County of LEE

The foregoing instrument was signed and acknowledged before me this 30th day of November, 2021, by ROBERT H. BUBAR who has produced Personally Personal 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
66360945 9-7-23
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.