

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

**RFP 22-002 Directional Drill Services - Naples Beach Restoration & Water Quality
Improvement Project**

CLERK TRACKING NO. 2022-00203

This Amendment to the CONTRACTOR's AGREEMENT (hereinafter "this Amendment-01") is made and entered into effective the 30th day of November 2022 by and between the **City of Naples** (the "CITY") located at 735 8th Street South 34102 and **DBE Management LLC., Dba DBE Utility Services**, a Florida Limited Liability Company authorized to do business in the State of Florida (hereinafter "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 February 28, 2022 (Clerk Tracking No. 2022-00053) (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 **Substantial Completion date of no later than February 13, 2023, and a Final Completion date of no later than March 20, 2023, with an Administrative 60-day Project Close-out Time Frame.**
3. The total Compensation of the Original Agreement and its Amendment-01 at \$ 4,219,741.00, which includes a \$100,000.00 City-Controlled Contingency (Allowance), 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 February 28, 2022, 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

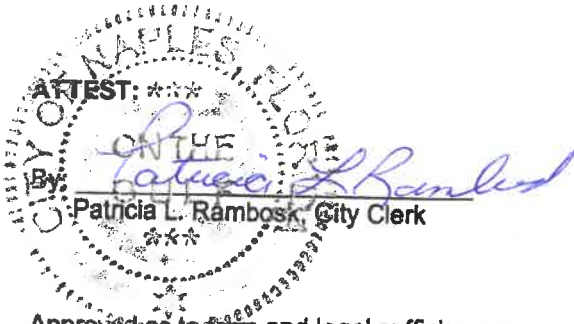
otherwise in compliance with Sections 448.09 and 448.095, Florida Statutes. The **E-Verify Affidavit** attached as **Exhibit A** is incorporated into this Amendment by reference.

- 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:
ON THE
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: Amy Baney
City Attorney



CONTRACTOR:

DBE MANAGEMENT, LLC
DbA DBE UTILITY SERVICES
13387 Bryan Road
Loxahatchee, Florida 33470
Attention: **Dustin Ertle**, President

Amy Baney
Witness (Signature)

Printed Name: Amy Baney

By: Dustin White
(Signature)

Printed Name: DUSTIN WHITE

Title: VICE PRESIDENT

FEI/EIN Number: (FL) 20-1331070

CITY OF NAPLES, FLORIDA

CITY OF NAPLES ETHICS CODE
ADDENDUM TO

RFP 22-002 DIRECTIONAL DRILL SERVICES - NAPLES BEACH RESTORATION & WATER QUALITY IMPROVEMENT PROJECT

THIS ADDENDUM is made and entered into this 30th day of NOVEMBER, 2022, by and between the CITY OF NAPLES, a Florida municipality, hereinafter referred to as the "City", and DBE Management LLC., Dba DBE Utility Services, a Florida Limited Liability Company hereinafter referred to as "Contractor", concerning that certain RFP 22-002 Agreement dated the 28th day of February 2022.

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

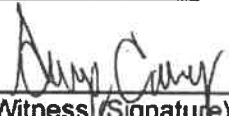
WHEREAS, any conflict between the City's Ethics Code and the terms contained in this Addendum shall be resolved in favor of the City's Ethics Code, as it may be amended from time to time."

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)¹, 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.

CONTRACTOR:


Witness (Signature)
Printed
Name: Amy Barney

DBE Management LLC., Dba DBE Utility Services

By: 
(Signature)
Printed
Name: JUSTIN WHITE


Date Signed by Contractor: 11-30-22

Title: Vice President

CITY OF NAPLES


Jay Boodheshwar, City Manager




Patricia Rambošk, City Clerk

Date signed by City: 12-12-22

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.”

E-VERIFY AFFIDAVIT: RFP 22-002 Amendment -01: DBE Management LLC., DbA DBE Utility Services

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 include this Affidavit and acceptable evidence of enrollment in the E-Verify program, may deem the (Vendor / Bidder) being a Contractor, Firm, Consultant, etc., and their Submittal of a Bid (ITB, RFP, RFQ, etc.) as non-responsive.

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 DBE MANAGEMENT LLC dba DBE UTILITY SERVICES

Print Name DUSTIN ERTLE Title PRESIDENT

Signature  Date 1/3/22

State of FLORIDA

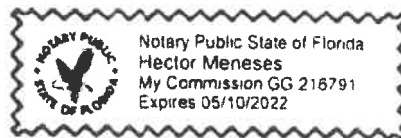
County of PALM BEACH

The foregoing instrument was signed and acknowledged before me this 3 day of JAN, 2022, by

DUSTIN ERTLE who has produced PERSONALLY KNOWN as identification.
(Print or Type Name) (Type of Identification and Number)

Notary Public Signature 

Printed Name of Notary Public Hector Meneses



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.



DBE UTILITY SERVICES

13387 Bryan Rd. • Loxahatchee, FL 33470 • 561.508.3708 • www.dbeutilityservices.com

DIRECTIONAL BORING SERVICES

Licensed, Bonded, and Fully Insured with Excellent Safety Record

December 14, 2021

TO WHOM IT MAY CONCERN:

WHEREAS, the Limited Liability Corporation desires to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to grant signing and authority to conduct business to any one of the following person(s): Dustin Ertle – President; or, Dustin White – Vice President. The foregoing signing and authority granted shall include, but shall not be limited to, the execution of any bids and contract obligations entered into by this Limited Liability Corporation.

The undersigned hereby certifies that he/she is the duly elected and qualified Secretary and the custodian of the books and records and seal of DBE MANAGEMENT, LLC., dba DBE UTILITY SERVICES, a limited liability corporation duly formed pursuant to the laws of the state of Florida and that the foregoing is a true record of a resolution duly adopted at a meeting of the Members and that said meeting was held in accordance with state law and the Bylaws of the above-named Limited Liability Corporation on December 14, 2021, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary this 14th day of December 2021

Tammie Alloe

(Name of Secretary)

Secretary of DBE MANAGEMENT, LLC., dba DBE UTILITY SERVICES, and made oath that the above is a true copy from the records of the limited liability corporation.

IN WITNESS WHEREOF, I have executed my name as a Managing Member this 14th day of December 2021



Managing Member

State of Florida

County of Palm Beach

Personally appeared before me this 14 day of Dec, 2021,

Dustin Ertle

(Name of managing member),

This Managing Member of DBE MANAGEMENT, LLC., dba DBE UTILITY SERVICES, and made oath that the above is a true copy from the records of the limited liability corporation.

Notary Public _____



My Commission Expires: _____

