

**AMENDMENT ONE OF PROFESSIONAL
SERVICES AGREEMENT (CCNA)**

**RFP 20-042 SOUTH GOLF DRIVE ENGINEERING
SERVICES - FDOT PROJECT 440437-1-38-01**

CLERK TRACKING NO. 2023-00129

This **Amendment One** to the PROFESSIONAL SERVICES AGREEMENT (hereinafter "this Amendment") is made and entered into effective the 19th day of **July 2023** by and between the **City of Naples** (the "CITY") located at 735 8th Street South 34102 and **Kisinger Campo & Associates, Corp**, a Florida Corporation authorized to do business in the State of Florida, located at: One Tampa City Center, 201 N Franklin Street, Suite 400; Tampa, Florida 33602 (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 January 20, 2021 (Clerk Tracking No. 2021-00005) (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 July 31, 2024, 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 \$65,000.00 for Project as indicated in **Attachment A (Scope of Services including Basis of Compensation)**, attached and made a part of this Amendment for a total of the original Agreement and its Amendment One of \$364,561.00.
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

ATTEST:
By: Patricia L. Rambosk
Patricia L. Rambosk, City Clerk
Approved as to form and legal sufficiency:

By: Jay Boodheshwar
FOR: Jay Boodheshwar, City Manager
Gary L. Young

By: [Signature]
City Attorney

CONSULTANT:

KISINGER CAMPO & ASSOCIATES, CORP.
One Tampa City Center
201 N Franklin Street, Suite 400
Tampa, Florida 33602
Attn: Thomas Shaw, PE, Senior Vice President
Director of Production
and authorized agent

(CORPORATE SEAL)



Rose Foley
Witness (Signature)

Printed Name: Rose Foley

By: Paul G. Foley
(Signature)

Printed Name: Paul G. Foley, P.E.

Title: CEO / President

FEI/EIN Number: (FL) 59-1677145



MEMO

TO: Alison Bickett, PE
FROM: Adrienne Wisdom, PE
DATE: June 7th, 2023
RE: 440437-1-38-01 City of Naples / SOUTH GOLF DR
 FROM GULF SHORE BLVD TO W US 41
Contract Extension Request



Mrs. Bickett,

In continued collaboration to proceed with design efforts on the South Golf Drive design project, please accept this request to extend contract #2100519-00 (KCA Project No. 001-202065.00) thru July 2024.

The additional \$65,000.00 secured by Local Agency Program Supplemental Agreement 2 for FPID 440437-1-38 (City Resolution 2023-15063) is also requested to be added to the contract at this time. Please find attached the previously approved contract billing rates.

Sincerely,

Adrienne Wisdom, PE
Roadway Department Manager

Email: AWisdom@kcaeng.com
 Office: 239.278.5999
 Cell: 239.470.0225
 13461 Parker Commons Blvd, Suite 104, Ft. Myers, FL 33912



KISINGER CAMPO & ASSOCIATES, CORP.
CITY OF NAPLES
South Golf Drive Design Engineering Services
RFP 20-042 / Tracking #2021-00005 / FPID: 440437-1-38-01
Contract Billing Rates

<u>Job Classification</u>	<u>Billing Rates</u>
PRINCIPAL ENGINEER	\$309.23
PROJECT MANAGER	\$246.05
SENIOR ENGINEER	\$219.25
ENGINEER	\$169.94
ENGINEERING INTERN	\$104.05
SENIOR DESIGNER	\$133.11
DESIGNER	\$103.13
SENIOR ENGINEERING TECHNICIAN	\$97.60
ENGINEERING TECHNICIAN	\$93.59
SENIOR ENVIRONMENTAL SPECIALIST	\$147.31
ENVIRONMENTAL SPECIALIST	\$82.29

**Agenda Item 7.D
Meeting of 4/5/23****RESOLUTION 2023-15063**

A RESOLUTION FOR THE PURPOSE OF APPROVING A SUPPLEMENTAL LOCAL AGENCY PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION TO ACCEPT ADDITIONAL GRANT FUNDING FOR THE SOUTH GOLF DRIVE IMPROVEMENT PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City applied for grant funding through the Metropolitan Planning Organization (MPO) in 2014 for street improvements along South Golf Drive between Gulf Shore Boulevard North and U.S. 41, hereinafter referred to as the "Project"; and

WHEREAS, the MPO and Florida Department of Transportation (FDOT) originally programmed \$2,254,112 in FDOT's Five Year Work Plan for the Project, also identified as FPN 440437-1-58-01; and

WHEREAS, a Resolution approving a Local Agency Program Agreement for the Project was approved by City Council on June 5, 2019 and then fully executed by FDOT on June 28, 2019; and

WHEREAS, an Agreement for professional services with Kisinger Campo and Associates (KCA) was approved by City Council on January 19, 2021 for the Project for the purposes of surveying, design, engineering, permitting and extensive public involvement; and

WHEREAS, the professional services Agreement with KCA exceeded the grant amount by \$21,198 and City Council directed staff to request this amount from the MPO and FDOT; and

WHEREAS, the first Supplemental Agreement approved under Resolution 2021-14620 provided for \$21,198 in additional funding for the Project and one additional year of time towards completion; and

WHEREAS, at the December 13, 2021 City Council Workshop, City Council directed staff to pursue a ten-foot pathway and seek an easement from the Naples Beach Hotel property owners to accommodate the wider pathway; and

WHEREAS, significant time and efforts were expended to review options and ultimately a majority of the funds were depleted resulting in the need for additional funding; and

WHEREAS, staff made the request for additional funding on behalf of the City and the MPO supported the request, and FDOT programmed the additional funding into the FDOT Work Program and drafted the subject Supplemental Agreement; and

Resolution 2023-15063

WHEREAS, this Supplemental Agreement provides for \$65,000 in additional funding for the Project towards completion, and staff has reviewed and approved the Supplemental Agreement and considers it in the best interest of the City; and

WHEREAS, approval of this resolution is in the best interest of the health, safety, and welfare of the residents of the City of Naples;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NAPLES, FLORIDA:

Section 1. That the above "Whereas" clauses are ratified, confirmed, and incorporated by reference as if set forth herein as the City Council's findings.

Section 2. That the Supplemental Local Agency Program Agreement for project FPN 440437-1-38/58/68 accepting additional grant funding in the amount of \$65,000 for the design and construction of improvements along South Golf Drive between Gulf Shore Boulevard North and U.S. 41 is hereby approved, a copy of which is on file in the City Clerk's Office.

Section 3. That the Mayor is hereby authorized to execute the Supplemental Local Agency Program Agreement.

Section 4. That this resolution shall take effect immediately upon adoption.

PASSED IN OPEN AND REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF NAPLES, FLORIDA, THIS 5TH DAY OF APRIL 2023.

Attest:

ON THE
GU

Patricia L. Rambosk
Patricia L. Rambosk, City Clerk

Teresa Lee Heitmann
Teresa Lee Heitmann, Mayor

Approved as to form and legality:

[Signature]
Vose Law Firm, City Attorney

Date filed with City Clerk: 4-21-23

**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

525-010-32
PROGRAM MANAGEMENT
03/22

SUPPLEMENTAL NO.

2

FEDERAL ID NO. (FAIN)

D119 024 B

CONTRACT NO.

G1B35

FEDERAL AWARD DATE

6/14/2019

FPN

440437-1-38/58/68

RECIPIENT UNIQUE ENTITY ID SAM NO.

MMMQXXHNLJL8

Recipient, City of Naples, desires to supplement the original Agreement entered into and executed on June 28, 2019 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name South Golf Drive from Gulf Shore Blvd to W US 41 Length 2.537

Termini South Golf Drive from Gulf Shore Blvd to W US 41

Description of Work:

The project scope is to apply a complete streets initiative along the corridor. To do this, the scope of work will include survey, design, engineering, permitting, public involvement, construction and construction engineering inspection (CEI). The project includes new sidewalks, parking spaces, buffered bike lanes, stormwater infrastructure, traffic calming, landscape and irrigation improvements.

Reason for Supplement and supporting engineering and/or cost analysis:

The purpose of this supplemental agreement #2 is to add funds (phase 38) in the amount of \$65,000.00 as shown in the attached Exhibit "B" adjusted "SCHEDULE OF FUNDING". The increase is due to rising costs in the current economic climate.

**LOCAL AGENCY PROGRAM
 SUPPLEMENTAL AGREEMENT**

525-010-32
 PROGRAM MANAGEMENT
 02/22

ADJUSTED EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Naples
 295 Riverside Circle
 Naples, FL 34102

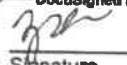
FINANCIAL PROJECT NUMBER: 440437-1-38/58/68-01

PHASE OF WORK By Fiscal Year	FUNDING					
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL LOCAL FUNDS	(5) TOTAL STATE FUNDS	(6) TOTAL FEDERAL FUNDS
Design						
FY: 2019 (SU)	\$278,363.00					\$278,363.00
FY: 2021 (SU)	\$21,198.00					\$21,198.00
FY: 2023 (TALU)		\$65,000.00				\$65,000.00
Total Design Cost	\$299,561.00	\$65,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$364,561.00
Right-of-Way						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction						
FY: 2024 (CARU)	\$687,130.00					\$687,130.00
FY: 2024 (TALU)	\$1,168,619.00					\$1,168,619.00
FY: (Insert Program Name)						
Total Construction Cost	\$1,855,749.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$1,855,749.00
Construction Engineering and Inspection (CEI)						
FY: 2024 (TALU)	\$120,000.00					\$120,000.00
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total CEI Cost	\$120,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$120,000.00
(Insert Phase)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$2,275,310.00	\$65,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$2,340,310.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Zoe Giannopoulos
 District Grant Manager Name

DocuSigned by:

 Signature ID: 7192F4AB...

03/23/2023 | 10:53 AM EDT
 Date

Attachment A - Scope of Services
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

525-010-32
PROGRAM MANAGEMENT
08/19

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

RECIPIENT City of Naples

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: [Signature]
Name:
Title: Mayor

By: _____
Name:
Title:
Date: _____

Legal Review:

DS
DC

Approved as to form and legality.
By [Signature]
Nancy Stuparich, City Attorney

Attest:
[Signature]
Patricia L. Ramboski, City Clerk
Date: 4/21/23

E-VERIFY AFFIDAVIT: RFP 20-042 Amendment One: KISINGER CAMPO & ASSOCIATES, CORP.

Exhibit : 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 their Submittal of a Bid (ITB, RFP, RFQ, etc.) 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 Kisinger Campo & Associates, Corp.

Print Name Paul G. Foley, P.E. Title CEO / President

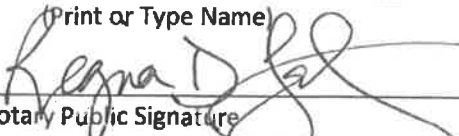
Signature  Date 7/12/23

State of FLORIDA

County of HILLSBOROUGH

The foregoing instrument was signed and acknowledged before me this 12th day of July, 2023, by

Paul G. Foley, P.E. who has produced n/a as identification.
(Print or Type Name) (Type of Identification and Number)


Notary Public Signature

Regina D Lantz
Printed Name of Notary Public

12/14/2024
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.

CITY OF NAPLES, FLORIDA

CITY OF NAPLES ETHICS CODE
ADDENDUM TO

RFP 20-042 SOUTH GOLF DRIVE ENGINEERING
SERVICES - FDOT PROJECT 440437-1-38-01

THIS ADDENDUM ONE is made and entered into this 19th day of July, 2023, by and between the CITY OF NAPLES, a Florida municipality, hereinafter referred to as the "City", and Kisinger Campo & Associates, Corp., a Florida corporation hereinafter referred to as "Consultant", to RFP 20-042 Agreement dated the 20th day of January 2021, Clerk Tracking No. 2021-00005.

WITNESSETH:

WHEREAS, Consultant 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. Consultant understands and agrees that by signing this Addendum, Consultant is a "Covered Person" as that term is defined by Section 17.3.(1)(a) of the Naples Charter and agrees to abide by the City of Naples Code of Ethics and the inclusion of the required contract language as set forth in City of Naples Code of Ethics, See, City Code Section 2-975(h)(3)¹, as may be applicable, and as it may be amended from time to time, as part of the terms and conditions of the Task Order.
2. Consultant understands and agrees that it is prohibited from employing, or offering to employ any compensated public official or city employee who is substantially involved with the regulation, oversight or management of the contract or the transaction of business during the term, and for a period of two years after termination, of the contract. Consultant further understands and agrees to pay liquidated damages in favor of the City for violation of this paragraph in the amount equal to the greater of: (i) the compensation received by the compensated public official or city employee from the business entity; and (ii) the amount equal to the total of the compensated public official's or city employee's last two years of gross compensation from the city.
3. 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.

Joey Yip
Witness
Print Name: Joey Yip

Rose Foley
Witness
Print Name: Rose Foley

KISINGER CAMPO & ASSOCIATES, CORP.

Paul G. Foley
Signature
Print Name: Paul G. Foley, P.E.
Title: CEO / President

Date Signed by Consultant: 7/12/23
CITY OF NAPLES

For: Jay Boodheshwar, City Manager
Gary L. Young

ATTEST
Patricia Rambosk
Patricia Rambosk, City Clerk
Date signed by City: 7/19/23

Approved as to form and sufficiency

July 6
City Attorney

