

FIRST AMENDMENT TO CONTRACTOR'S AGREEMENT
ITB 23-014 WASTEWATER TREATMENT PLANT (WWTP)
GENERATOR INSTALLATIONS AND ELECTRICAL IMPROVEMENTS

CLERK TRACKING NO. 2023-00147

This First Amendment is made and entered into effective on this 27th day of September 2023, by and between the City of Naples, a Florida municipal corporation, whose address is 735 8th Street South, Naples, FL 34102 ("CITY"), and Eau Gallie Electric, Inc., whose address is 2012 Aurora Road, Melbourne, Florida 32935 (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 19, 2023 (Resolution No. 2023-15071) (hereinafter the "Agreement"); and

WHEREAS, the CONTRACTOR has provided services under the Agreement in a manner satisfactory to the CITY; and

WHEREAS, the parties desire to amend the Agreement as provided herein.

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, constitute a material basis for this Amendment and are therefore ratified and incorporated by reference.
2. The payment of the Original Agreement of \$1,591,000.00 is amended to reflect an increase to the CONTRACTOR for this First Amendment in the amount of \$219,746.47 as indicated in Exhibit A attached and made a part of this Amendment for a total Agreement and its First Amendment total of \$1,810,746.47.
3. Unless otherwise stated herein, all remaining terms, provisions, and conditions, including, but not limited to the terms for payment, of the Agreement dated April 19, 2023, incorporated in this Amendment by reference, all remain in full force and effect.
4. **E-Verify Compliance.** CONTRACTOR shall be obligated to comply with the provisions of Section 448.095, Florida Statutes (2023) "Employment Eligibility," as amended from time to time. This includes, but is not limited to, registration and use of the E-Verify System to verify the work authorization status of all newly hired employees and requiring any and all subcontractors to provide an affidavit to CONTRACTOR attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The CONTRACTOR shall require any subcontractor to insert into any subcontracts the requirements of this paragraph and shall be responsible for ensuring compliance by all subcontractors. The CONTRACTOR agrees to maintain a copy of such affidavit for the duration of the Agreement. Failure to comply will result in the termination of the Agreement as provided in Section 448.095, Florida Stat. (2023),

as amended; and the CONTRACTOR will not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. CONTRACTOR will also be liable for any additional costs to CITY incurred because of the termination of the CONTRACTOR. The CITY shall upon a good faith belief that the CONTRACTOR or its subcontractor has knowingly violated Section 448.09(1), Florida Statutes or the provisions of Section 448.095, Florida Statutes, terminate this Agreement, which shall not be considered a breach of contract and may be challenged pursuant to Section 448.095(2)(d), Florida Statutes.

5. **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.
6. **Ethics.** CONTRACTOR acknowledges that it 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, and 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 Agreement and that it may be liable to the CITY for payment of liquidated damages in favor of the CITY for violation of this prohibition 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.
7. **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 CONTRACTOR 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

By: [Signature]
Jay Boodheshwar, City Manager

Approved as to form and legal sufficiency:

By: [Signature]
City Attorney

EAU GALLIE ELECTRIC, INC.

(CORPORATE SEAL)

[Signature]
Witness (Signature)

Printed Name: SHARON WILLIS

[Signature]
Witness (Signature)

Printed Name: JEAN McCAWLEY

[Signature]
Authorized Representative

Printed Name: Chris Hughes

Title: President

ELECTRICAL - PROPOSAL

PAGE #1		ELECTRICAL - PROPOSAL										
CONTRACTOR: Eau Gallie Electric				ADDRESS: 2012 Aurora Rd. Melbourne, FL. 32935							PROPOSED TOTAL CONTRACT PRICE \$268,746.47	
CONTRACT FOR: Naples WWTP				PURCHASE REQUEST NUMBER: 3			PROJECT NUMBER:			WORK LOCATION: City of Naples WWTP		
LINE NO.	ITEM	UNIT OF MEASU.	QUANTITY	MATERIAL COST		LABOR COSTS				SUB-CONTRACTS	LINE TOTAL	
				UNIT	TOTAL	MANHOURS MANDAYS	AVERAGE RATE	TOTAL	OTHER DIRECT COSTS			
1	Remove and replace damaged conductors											
2	Generator Rental include on page two.											
3												
4												
5												
6												
7	Remove and clean existing conductors	ea	1	\$750.00	\$750.00	16	\$74.00	\$1,184.00	\$473.60	\$0.00	\$2,407.60	
8	Pull new 600mcm conductors	lf	1800	\$14.50	\$26,100.00	16	\$74.00	\$1,184.00	\$473.60	\$0.00	\$27,757.60	
9	Pull new 4/0 ground	lf	600	\$4.50	\$2,700.00	4	\$74.00	\$296.00	\$118.40	\$0.00	\$3,114.40	
10	Terminate	ea	8	\$27.50	\$220.00	4	\$74.00	\$296.00	\$118.40	\$0.00	\$634.40	
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												
26												
27												
28												
29												
TOTAL FOR PAGE						\$29,770.00			\$2,960.00	\$1,184.00	\$0.00	\$33,914.00

ELECTRICAL- PROPOSAL - SUMMARY

TOTAL MATERIAL COSTS		\$29,770.00
TAX ON MATERIALS	7.00%	\$2,083.90
TOTAL LABOR COSTS		\$2,960.00
TOTAL OTHER DIRECT COSTS		\$1,184.00
TOTAL DIRECT COSTS		\$35,997.90
OVERHEAD	10%	\$3,599.79
SUBTOTAL		\$39,597.69
PROFIT	10%	\$3,959.77
TOTAL		\$43,557.46
TOTAL SUB-CONTRACTOR COSTS		\$0.00
OVERHEAD	10.00%	\$0.00
SUBTOTAL		\$43,557.46
PROFIT	10%	\$4,355.75
SUBTOTAL JOB COST		\$47,913.20
Insurance	2%	\$958.26
Generator Rental		\$170,875.00
TOTAL JOB COST		\$219,746.47

DATE: 23-Aug-23FIRM NAME: Eau Gallie ElectricTITLE: Project MangerBY: Corey Derfuss