

**AMENDMENT TO AGREEMENT BETWEEN CITY OF DELTONA
AND VANGUARD UTILITY SERVICE, INC. PER BID NO. 23009**

This Amendment to the Agreement Between the City of Deltona and Vanguard Utility Service, Inc. Per Bid No. 23009 (“Amendment”) is made as of 08/___/2025, (the “Effective Date”) between the City of Deltona, Florida, a Florida municipal corporation, with its principal place of business located at 2345 Providence Boulevard, Deltona, Florida 32725 (the “City”) and Vanguard Utility Service, Inc., a foreign profit corporation, with its principal place of business located at 1421 W 9th Street, Owensboro, KY 42301 (the “Contractor”), with each being referred to herein as a “Party” or collectively as the “Parties.”

WHEREAS, City of Deltona, Florida (the “City”) allocated American Rescue Plan Act (“ARPA”) funds for the purposes of the “Water Meter Replacement Project” from the Clean Water – Energy Conservation Sub-Category of the Infrastructure Category of Expenditures; and

WHEREAS, the City advertised Bid No. 23009 to obtain services related to installation of water meters and contemplated a phased approach to installation; and

WHEREAS, the City and Contractor entered into the Agreement Between the City of Deltona and Vanguard Utility Service, Inc. Per Bid No. 23009 on June 14, 2023 (the “Agreement”); and

WHEREAS, the Agreement called for the installation of ten thousand (10,000) water meters and drilling of ten thousand (10,000) lids at a price not to exceed five hundred and forty seven thousand five hundred and fifteen dollars (\$547,515.00) to be completed within two (2) years; and

WHEREAS, at the December 11, 2023, Regular City Commission Meeting, the City and Contractor mutually agreed to the installation of an additional twenty thousand (20,000)) water meters and drilling of twenty thousand (20,000) lids, increasing the total compensation due under the Agreement to a price not to exceed increasing the total compensation due under the Agreement to a price not to exceed one million six hundred and forty two thousand five hundred and forty five dollars (\$1,642,545) and to be completed within two (2) years; and

WHEREAS, the Contractor has provided satisfactory service under the Agreement; and

WHEREAS, the Contractor has provided the City with a Change Order to perform the installation of an additional three thousand sixty one (3,061) water meters and drilling of three thousand sixty one (3,061) lids that is consistent with the terms and conditions of the Bid at a price not to exceed an additional one hundred sixty one thousand nine hundred and twenty six dollars and ninety cents (\$161,926.90) (the “Change Order Proposal”); and

WHEREAS, the State of Florida requires that contracts between local governments and business entities include certain statutorily required clauses and affidavits; and

WHEREAS, the City and Contractor have agreed to the following contract modifications.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agreement is hereby amended to incorporate the following:

1. **Amendment of Article 2. Scope of Services.** Article 2. Scope of Services, shall be amended as follows:

2.1 Pursuant to the terms and conditions set forth in this Agreement, City hereby engages Contractor to perform services related to installation of water meters, attached hereto and incorporated herein by reference, and Contractor's bid dated March 30, 2023, Contractor's proposal dated December 11, 2023 ("Change Order 1"), and Contractor's proposal dated August 20, 2025 ("Change Order 2").

2.2 The services, as described in Bid No. 23009, to be rendered by the Contractor, shall commence upon issuance of a Notice to Proceed and be completed within two years. Installation of additional meters shall continue after that time upon satisfactory review of the work and upon mutual agreement by both parties. The date of completion related to Change Order 1 shall be two (2) years from the Notice to Proceed issued thereunder. The date of completion related to Change Order 2 shall be one (1) year from the Notice to Proceed issued thereunder.

2. **Amendment of Article 3. Compensation.** Article 3. Compensation, shall be amended as follows:

3.1 The City agrees to compensate Contractor for work performed, completed and accepted by the City's representative for services provided for this project at a total cost not to exceed ~~Five hundred forty seven thousand five hundred and fifteen dollars and 00/100 (\$547,515.00)~~ one million eight hundred and four thousand four hundred and seventy four dollars and ninety cents (\$1,804,474.90). Fees for any additional work needed will be agreed upon in writing prior to any service being completed.

3. **Amendment of Article 7. Scope of Agreement.** Article 7. Scope of Agreement, shall be amended as follows:

7.2 This Agreement consists of the following:

This Agreement
Notice of Award and Notice to Proceed
ITB Documents, to include Project Manual and Drawings
Addendum, if any
Contractor's Response to ITB
Change Order 1
Change Order 2

4. **Addition of Article 8. State Required Affidavits.** Article 8. State Required Affidavits shall be added as follows:

Article 8. State Required Affidavits

8.1 By entering into this Agreement, the Consultant agrees to review and comply with the following state affidavit requirements:

- a. **Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- b. **Scrutinized Companies.** Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, the Consultant certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the CITY requires all consultants doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Consultant acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subconsultants; and has executed the required affidavit attached hereto and incorporated herein.

- d. **Noncoercive Conduct Affidavit.** Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Consultant acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.
 - e. **Prohibition on Contracting with Entities of Foreign Concern.** Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Consultant acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.
5. **Ratification of Agreement.** The Agreement, as modified by this Amendment, remains in full force and effect. In the event of any conflict between the Agreement and this Amendment, the terms and conditions of this Amendment will apply.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

City of Deltona

Vanguard Utility Service, Inc.

By: _____
Dale "Doc" Dougherty, ICMA-CM
City Manager

By: _____
President

Attest: _____
Joyce Raftery
City Clerk

Approved as to form and legal sufficiency for the use and reliance of the City of Deltona only

By: _____
TG Law, PLLC, City Attorney

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the City requires all consultants doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subconsultants.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____
(name of person) as _____ (type of authority) for _____
_____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as
Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

**AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that:**

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of _____, a nongovernmental entity.
3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

**Under penalties of perjury, I declare that I
have read the foregoing and the facts stated
in it are true:**

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida

County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____
(name of person) as _____ (type of authority) for _____
_____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as
Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH
ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

**Under penalties of perjury, I declare that I
have read the foregoing and the facts stated
in it are true:**

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida

County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____
(name of person) as _____ (type of authority) for _____
_____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as
Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath