



AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND DEVLAND SITE PAVING AND UTILITIES, INC. FOR LIME SLUDGE REMOVAL, HAULING, AND DISPOSAL SERVICES

This First Amendment ("Amendment") is entered into by and between the City of Boynton Beach, a Florida municipal corporation ("City"), and Devland Site Paving and Utilities, Inc., a corporation registered to transact business in the State of Florida ("Vendor") (collectively referred to as the "Parties").

RECITALS

A. On February 6, 2024, the Parties entered into Contract No. UTL24-002 (the "Agreement") for Lime Sludge Removal, Hauling, and Disposal Services.

B. The Parties desire to amend the Agreement to renew the Agreement for a one (1) one-year term.

Now, therefore, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, City and Vendor agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. The Agreement is hereby amended as follows:

Term Extension. The Parties hereby exercise the First one-year renewal option. The Agreement is therefore renewed to continue from February 6, 2026, through February 5, 2027.

No Change in the Annual Expenditure Amount.

4. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not included in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

5. Vendor acknowledges that through the date this Amendment is executed by Vendor, Vendor has no claims or disputes against City concerning any of the matters covered by the Agreement.

6. The following new sections are added to the Agreement as follows:

(a) Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. Vendor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Vendor represents and certifies that it is not, and for the duration of the term of the Agreement, will not be ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes. Vendor represents that it is, and for the duration of the term of the Agreement will remain, in compliance with Section 286.101, Florida Statutes.

(b) Public Entity Crime Act. Vendor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Vendor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Vendor has been placed on the convicted vendor list.

(c) Verification of Employment Eligibility. Vendor represents that Vendor and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Vendor violates this section, City may immediately terminate this Agreement for cause, and Vendor shall be liable for all costs incurred by City due to the termination.

(d) Prohibited Telecommunications Equipment. Vendor represents and certifies that Vendor and all subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Vendor represents and certifies that Vendor and all subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the duration of the term of the Agreement.

(e) Entities of Foreign Concern. The provisions of this section apply only if Vendor or any subcontractor will have access to an individual's personal identifying information under this Agreement. Vendor represents and certifies: (i) Vendor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Vendor; and (iii) Vendor is not organized under the laws of and does not have its principal place of business in, a foreign country

of concern. On or before the effective date of this Amendment, Vendor and any subcontractor that will have access to personal identifying information shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for payment purposes. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

(f) Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by City, nor shall anything included herein be construed as consent by City to be sued by third parties in any matter arising out of this Agreement.

(g) Anti-Human Trafficking. On or before the Effective Date of this Amendment, Vendor shall provide City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

(h)

7. The effective date of this Amendment shall be the date of complete execution by the Parties.

8. This Amendment may be executed in multiple originals and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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CITY

CITY OF BOYNTON BEACH

By Rebecca Shelton
Rebecca Shelton, City Mayor

20th day of January, 2020

Attest: [Signature]
City Clerk



CITY ATTORNEY'S OFFICE
Approved as to form and legality

By: Shawna Lamb

VENDOR

DEVLAND SITE PAVING & UTILITIES, INC.

By: [Signature]
Authorized Signer

Edmund DeKause
Print Name and Title

edekaus17@AOL.com
Email Address

361-762-8440
Telephone No.

19 day of DECEMBER, 2025



City of Boynton Beach Agenda Item Request Form

Meeting Date: 01/20/2026

Approve the annual expenditure and authorize the Mayor to sign the renewal amendments for RFPs/Bids and/or piggybacks for the procurement of services and/or commodities as described in Exhibit A for January 20, 2026 - Amendment Request for Bid Extensions and/or Piggybacks.

Requested Action: Staff recommends approval of the annual expenditures.

Explanation of Request:

As required, the Finance/Procurement Department submits requests for award to the Commission; requests for approval to enter into contracts and agreements as a result of formal solicitations; and requests to piggyback governmental contracts. Options to extend or renew are noted in the “Agenda Request Item” presented to the Commission as part of the initial approval process. Procurement seeks to provide an accurate and efficient method to keep the Commission informed of pending renewals amendments, and the anticipated expenditure by reducing the paperwork of processing each renewal amendment and/or extension individually and summarizing the information in Exhibit A (as required).

VENDOR(S)	DESCRIPTION OF SOLICITATION	SOLICITATION NUMBER	RENEWAL TERM	AMOUNT
Centerline Drilling, Inc.	Continuing Well Maintenance and Rehabilitation Services	Piggyback Town of Jupiter Agreement # 2023-01 - City of Boynton Beach Agreement # UTL24-039	January 23, 2026 - January 22, 2027	Annual Estimated Expenditure \$300,000
Devland Site Paving and Utilities, Inc.	Lime Sludge Removal, Hauling, and Disposal Services	City of Boynton Beach Bid No. UTL24-002	February 6, 2026 - February 5, 2027	Annual Estimated Expenditure \$199,800

Amazon Business	On-line Marketplace for Purchases of Products and Services	Piggyback Prince William County Public Schools (PWCS) - US Communities Contract R-TC-17006 -- City of Boynton Beach Agreement # 013141220	January 19, 2026 - January 18, 2028	Annual Estimated Expenditure \$550,000
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How will this affect city programs or services?

The renewal(s) will be used for those solicitations, contracts/agreements, and piggybacks that are renewed/extended with the same terms and conditions as the initial award.

Budgeted Item: Yes

Account Line Item and Description: See Attached Bid and Piggyback Report - Exhibit A.

Fiscal Impact: Funds have been budgeted under line items as noted in the attached- Exhibit A.

Attachments:

- [Amendment Request for Bid Extensions January 20 2026 Report - Exhibit A.docx](#)
- [Centerline_Drilling_-_Well_Maint_-_Renewal_Amend_2026-2027_-_Signed.pdf](#)
- [Deland Site Paving - Lime Sludge Removal - Amend to Renew 2026-2027 - Signed.pdf](#)
- [Amazon Renewal Expires 01-18-2028.pdf](#)