

**THIRD AMENDMENT TO CONTINUING SERVICES AGREEMENT BETWEEN ALACHUA
COUNTY AND TWO-FOLD WATER ENGINEERING INC., NO. 13716**

THIS THIRD AMENDMENT (“Amendment”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and Two-Fold Water Engineering, Inc., Florida For-Profit Corporation which is authorized to do business in the State of Florida (“Contractor”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County and Contractor previously entered into a Continuing Services Agreement dated February 24, 2023 for Annual Water Systems Monitoring and Inspection, identified by No. 13716 (the “Agreement”); and

WHEREAS, the Parties previously entered into the First Amendment to the Agreement dated September 28, 2023; and

WHEREAS, the Parties previously entered into the Second Amendment to the Agreement dated September 24, 2024; and

WHEREAS, the County has elected to exercise its second renewal option to renew the term of the original Agreement for a two-year term commencing October 1, 2025 (the “Final Renewal Term”) to allow the Contractor to furnish the goods or service to Alachua County; and

WHEREAS, the Parties agree to include the statutory language and affidavit from Section 787.06(13), Florida Statutes, No Coercion for Labor or Services, to the original Agreement; and

WHEREAS, the Parties agree to include the statutory language and affidavit from Section 287.138, Florida Statutes, Contracting with Entities of Foreign Countries of Concern Prohibited, to the original Agreement; and

WHEREAS, the Parties desires to amend the Agreement to extend the term and to do as otherwise provided herein.

NOW, THEREFORE, the County and Contractor agree to amend the Agreement as follows:

A. Amendment. Section #3, of the Agreement titled “Term” is amended to read as follows:

3. Term. This Agreement is effective upon execution by both Parties and continues until September 30, 2027, unless earlier terminated as provided herein.

B. Amendment. Exhibit #2, of the Agreement titled “Rate Schedule” is replaced in its entirety and is attached to this amendment.

C. Amendment. Section #16, of the Agreement titled “No Coercion for Labor or Services” is added to read as follows:

Human Trafficking Affidavit of No Coercion for Labor or Services

Section 787.06(13), Florida Statutes, requires any governmental entity, which includes "district", when executing, renewing, or extending a contract, must obtain an affidavit from the non-governmental entity attesting that it does not use coercion for labor or services. The terms

"coercion" and "labor" are defined respectively in sections 787.06(2)(a) 1-72 and 787.06(2)(e)3, Florida Statutes.

The Contractor will certify this understanding, obligation, through the completion of the No Coercion for Labor or Services Affidavit, a copy of which is attached to this Amendment as **Exhibit 5**.

D. Amendment. Section #17, of the Agreement titled "Contracting with Entities of Foreign Countries of Concern Prohibited" is added to read as follows:

Contracting with Entities of Foreign Countries of Concern Prohibited

Section 287.138, Florida Statutes, prohibits any governmental entity, which includes "district", from contracting with entities of foreign countries of concern if the contract provides the vendor with access to an individual's personal identifying information and:

The entity is owned by the government of a foreign country of concern;

The government of a foreign country of concern has a controlling interest in the entity; or

The entity is organized under the laws of or has its principal place of business in a foreign country of concern.

The statute identifies foreign countries of concern as: The People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic does not have a controlling interest in the Supplier.

The Contractor will certify this understanding, obligation, through the completion of the Foreign Country of Concern Affidavit, a copy of which is attached to this Amendment as **Exhibit 6**.

E. Effective Date. Upon and after full execution of this Amendment by the Parties, this Amendment shall be effective on October 1, 2025.

F. Original Agreement. Unless expressly amended herein, all other terms and provisions of the original Agreement between the Parties, including any prior amendments to the Agreement, shall be and remain in full force and effect. In the event any of the prior amendments to the Agreement conflict with this Amendment, the provisions of this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to be executed on the day and year below written.

ALACHUA COUNTY, FLORIDA

By: _____

Charles “Chuck” Chestnut IV, Chair
Board of County Commissioners

Date: _____

ATTEST

J.K. “Jess” Irby, Esq., Clerk
(SEAL)

APPROVED AS TO FORM

DocuSigned by:
Corbin Hanson

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Alachua County Attorney's Office

CONTRACTOR:

Signed by:
By: *Anthony Hubbard*

DEEE508B80734B0...
Print: Anthony Hubbard

Title: Vice President

Date: 6/30/2025

Date: _____

INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED.

EXHIBIT 2: RATE SCHEDULE

Line Item	Name of Facility	Required Visits	Unit of measure	Unit Cost	Monthly Charge	Total
1	Poe Springs Park	3/WK (1 Well)	1	Month	\$406.85	\$406.85
2	Copeland Park	2/WK (1 Well)	1	Month	\$267.80	\$267.80
3	Earl Powers Park	2/WK (1 Well)	1	Month	\$267.80	\$267.80
4	Lochloosa Park	2/WK (1 Well)	1	Month	\$267.80	\$267.80
5	Kate Barnes Park	2/WK (1 Well)	1	Month	\$267.80	\$267.80
6	Monteocha Park	2/WK (1 Well)	1	Month	\$267.80	\$267.80
7	Owens-Illinois Park	2/WK (1 Well)	1	Month	\$267.80	\$267.80
8	Cuscowilla Nature Retreat	2/WK (2 Well)	1	Month	\$360.50	\$360.50
9	Cuscowilla Wastewater Plant	5/WK	1	Month	\$927.00	\$927.00
10	Santa Fe Hills Subdivision Water Treatment	5/WK	1	Month	\$1,650.00	\$1,650.00
11	Alachua County Agriculture and Equestrian Center		1	Month	\$267.80	\$267.80
Total Per Month						\$5,218.95

Line Item	Description		Unit of Measure	Unit Cost
12	Service Calls Per Hour		Hour	\$97.85
13	Minimum Charge for Any One Service Call		Each	\$257.50
14	Roller Tubes		Each	\$23.69
15	Turbidity Test		Each	\$77.25
16	Index Plate		Each	\$33.99
17	Well Clearance Test		Each	\$77.25
18	Chlorine		Each	\$3.60

EXHIBIT 5: AFFIDAVIT OF NO COERCION PURSUANT TO §787.06, FLORIDA STATUTES

State of Florida

County of Alachua

I, Anthony Hubbard [insert full legal name of the person providing this affidavit], as Vice President [insert corporate title of the person providing this affidavit] of the Two Fold Water Engineering, Inc. [insert full legal name of the Corporation], having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief
2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of on behalf of the Two Fold Water Engineering, Inc. [insert full legal name of the Corporation].
3. I attest and affirm that Two Fold Water Engineering, Inc. [insert full legal name of the Corporation] does not use coercion as defined in section 787.06(2)(a), Florida Statutes, to employ any person for labor or services.
4. This signed attestation is provided to the Alachua County Board of County Commissioners to comply with section 787.06(13), Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signed by:

DEEE568B80734B0
Signature

Anthony Hubbard

Name Printed

Vice President

Title

6/30/2025

Date Signed

**EXHIBIT 6: AFFIDAVIT REGARDING FOREIGN COUNTRIES OF CONCERN
PURSUANT TO 287.138, Florida Statutes**

State of Florida

County of Putnam

I, Anthony Hubbard [insert full legal name of the person providing this affidavit], as Vice President [insert corporate title of the person providing this affidavit] of the Two Fold Water Engineering, Inc. [insert full legal name of the Corporation], having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief.

2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of on behalf of Two Fold Water Engineering, Inc. [insert full legal name of the Corporation].

3. I attest and affirm that the following is true and correct:

a. Two Fold Water Engineering, Inc. [insert full legal name of entity] is not owned by the government of a foreign country of concern as identified in section 287.138(1)(c), Florida Statutes (*i.e.*, People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern).

b. The government of a foreign country of concern does not have a controlling interest in Two Fold Water Engineering, Inc. [insert full legal name of entity].

c. Two Fold Water Engineering, Inc. [insert full legal name of entity] is not organized under the laws of or has its principal place of business in a foreign country of concern.

4. This affidavit is provided to the Alachua County Board of County Commissioners to comply with section 287.138(4) Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signed by:
Anthony Hubbard
DEEE568B80734B0...
Signature

Anthony Hubbard

Name Printed

Vice President

Title

6/30/2025

Date Signed