

**AMENDMENT NUMBER TWO TO
AGREEMENT DATED JULY, 31, 2023
BETWEEN CITY OF ORLANDO AND
AMERICAN GRINDING COMPANY LLC**

THIS AMENDMENT TO AGREEMENT is made and entered into this 15th day of MAY, 2025, by and between the City of Orlando, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "City" and AMERICAN GRINDING COMPANY LLC, hereinafter referred to as the "Contractor".

WHEREAS, the City and the Contractor entered into an Agreement ("the Agreement") under the date of July, 31, 2023 whereby the latter would perform certain services with respect to (SIDEWALK INSPECTION, GRINDING, REMOVAL AND REPAIRS); and

WHEREAS, the parties amended the Agreement by date of July, 31, 2024 (Amendment 1); and

WHEREAS, the City and the Contractor desire to amend the scope of services of said Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. TERM OF AGREEMENT

The Term of the Agreement is hereby renewed from July, 31, 2025 to July, 30, 2026, with the price increase as seen in Exhibit "A"

II. HUMAN TRAFFICKING AFFIDAVIT

This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the Human Trafficking Affidavit attached hereto as **Attachment 1**.

III. SCRUTINIZED COMPANY PROHIBITION

Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725 of the Florida Statutes, and is not engaged in a boycott of Israel. In addition, if this Contract is for a contract for goods or services of one million dollars or more, Contractor certifies that it is not

on the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473 of the Florida Statutes and is not engaged in business operations in Cuba or Syria. Contractor shall be required to recertify the aforementioned certifications at each renewal of the Contract, if applicable. The City may terminate the Contract pursuant to Section 287.135(3)(a) of the Florida Statutes if Contractor is found to have submitted a false certification pursuant to this sub-section, is placed on any of these lists by the State of Florida, or engages in business operations in Cuba or Syria.

IV. ENTITIES OF FOREIGN COUNTRIES OF CONCERN AFFIDAVIT

Contractor shall, in the form attached hereto as **Attachment 2**, provide the City with an affidavit signed by an officer or other authorized representative of Contractor under penalty of perjury attesting that Contractor is not owned by the government of a foreign country of concern (as defined in Section 287.138(1)(c) of the Florida Statutes), that the government of a foreign country of concern does not have a controlling interest in Contractor, and that Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Additionally, Contractor shall re-execute and provide such an affidavit within a reasonable time after any renewal or extension of this Agreement, if applicable.

V. E-VERIFY

Contractor represents and warrants that it has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees and shall continue to do so at all times during the term of the contract. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien; and Contractor must maintain a copy of such affidavit for the duration of the contract. The contract is otherwise subject to the terms, conditions, provisions, and requirements of Section 448.095 of the Florida Statutes.

In all other respects, and except as specifically modified and amended herein and as previously amended, the Agreement shall continue in full force and effect as written and the

parties hereto agree to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

PROCUREMENT & CONTRACTS DIVISION
City of Orlando, Florida

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

By: [Signature]
Chief Procurement Officer

Date: May 15, 2025

David Billingsley, CPSM, C.P.M.
Name, Typed or Printed

[Signature]
ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

Date: May 20, 2025

CONTRACTOR

By: [Signature]
Signature

Joel Van Veen / President

Name & Title, Typed or Printed

American Grinding Company, LLC d/b/a American Sidewalk Management

Name of Company, Corp., etc.

1408 Hall St SE

Mailing Address

Grand Rapids, MI 49506

City, State and Zip

(888) 556-7344

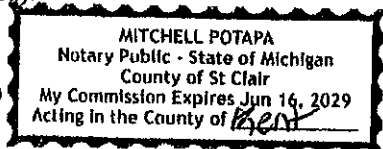
Area Code/Telephone Number

STATE OF ~~FLORIDA~~ Michigan

COUNTY OF St. Clair

The foregoing instrument was acknowledged before me by means of X physical presence or online notarization, this 22nd day of April, 2025 by Joel Van Veen, (name of person) as President (type of authority, (e.g., officer, trustee, attorney in fact, etc.) for American Grinding Company, LLC (name of entity/party on behalf of whom instrument was executed).

(SEAL)



[Signature]
Signature of Notary Public - State of ~~Florida~~ Michigan
Print, Type, or Stamp Notary Name: Mitchell Potapa

 Personally Known or X Produced Identification
Type of Identification Produced MI Drivers License

ATTACHMENT 1

HUMAN TRAFFICKING AFFIDAVIT

Attachment 1
Human Trafficking Affidavit

Instruction: "Vendor", defined as any person or nongovernmental entity seeking to engage in business with the City of Orlando ("City"), must complete the following form.

The undersigned, on behalf of Vendor, hereby attests as follows:

- A. Vendor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.
- B. Vendor hereby attests, under penalty of perjury, that Vendor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

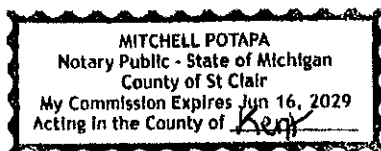
I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Vendor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Vendor: American Grinding Company, LLC d/b/a American Sidewalk Management

Authorized Signature: [Signature] **Date:** 4/22/25
Printed Name: Joel Van Veen
Title: President

STATE OF Michigan
COUNTY OF St. Clair

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22nd day of April, 2025, by Joel Van Veen, as President on behalf of the company/corporation. They ☐ are personally known to me or ☒ have produced ME Drivers license as identification.



Signature of Notary Public

[Signature]
Name of Notary Typed, Printed or Stamped
My Commission Expires: 6/16/29

Attachment 2

**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form 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. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

AMERICAN GRINDING COMPANY LLC is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

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

Printed Name: Joel Van Veen

Title: President

Signature: 

Date: 4/22/25

EXHIBIT A

PRICE INCREASE REQUEST

AMERICAN SIDEWALK MANAGEMENT

April 15, 2025

Procurement and Contracts Division
City of Orlando
400 South Orange Avenue, 4th Floor
Orlando, FL
32801

RE: Renewal of Contract 'IFB23-0119: Sidewalk Inspection, Grinding, Removal & Repairs'

To whom it may concern:

I am writing to request a price adjustment for the renewal of the contract 'IFB23-0119: Sidewalk Inspection, Grinding, Removal & Repairs'. As detailed in 'Section 53 – Bid Prices' of the contract, I am requesting a price increase of 3.0% for trip hazard removal (Items #1 & #2) and 8.0% for the removal & replacement of sidewalk (Item #3) due to increased material and labor costs.

The increases in unit prices as detailed in the chart below.

Description	Current Unit Price	Updated Unit Price
Item 1: 0.25" - 2.00" Trip Hazard	\$9.26	\$9.54
Item 2: > 2.00" Trip Hazard	\$9.26	\$9.54
Item 3: Removal & Replacement Sidewalk	\$25.88	\$27.95

Thank you for your consideration.

Regards,



Joel Van Veen
President
American Grinding Company, LLC d/b/a American Sidewalk Management