



## CONTRACT AMENDMENT

This Amendment #2 ("Amendment #2") for the Mowing and Landscaping Maintenance Services throughout Port St. Lucie Contract #20200112 ("the Contract"), by and between the City and the Contractor, as defined below, shall be effective as of the date this Amendment #2 is fully executed.

<b>Contractor's Full Legal Name:</b>	Brightview Landscape Service, Inc.
<b>Solicitation No./Event ID:</b>	20200112
<b>Solicitation Title/Event Name:</b>	Mowing and Landscaping Maintenance Services throughout Port St. Lucie
<b>Contract Award Date:</b>	December 6, 2021
<b>Initial Current Contract Term:</b>	February 1, 2022 through January 31, 2023
<b>Current Contract Expiration Date:</b>	January 31, 2025
<b>Requested Contract Expiration Date:</b>	January 31, 2027
<b>Initial Contract Amount:</b>	\$688,354.00
<b>Current Contract Amended Amount:</b>	\$688,354.00
<b>Requested Financial Change Amount:</b>	\$705,340.00
<b>New Contract Amount:</b>	\$1,393,694.94
<b>Amendment No.:</b>	2
<b>Amendment Type:</b>	Renewal

WHEREAS, the Contract, including any previous amendments, is in effect through the Current Contract Expiration Date as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

**1. Contract Extension :**

The parties hereby agree that the contract will be renewed as for the period of the term as follows:

Beginning Date of Amendment #3 : February 1, 2025

End Date of Amendment #3: January 31, 2027

**2. Additional Language :** This Contract allows for a price redetermination based on the U.S. Department of Labor, Bureau of Labor Statistics, and Consumer Price Index – All Urban Consumers - U.S. City Average - All Items. See link provided for more information.

<https://data.bls.gov/timeseries/CUUR0000SEHP02>

**3. Compensation : \$705,340.00**

<b>Contract #20200112</b> <b>Service Area #3: Western</b> <b>Added Services/Quantities (Brightview)</b>							
Line #	Description	Services Per Year	Unit of Measure	Quantity	Unit Price	Total Amount Per Occurance	Total Amount for Fiscal Year
1	Mowing – Bahia Grass (except LTC Ranch/Delcris & Village Pkwy ROWs)	36	Acre	47.5	\$25.00	\$1,187.50	\$42,750.00
2	Mowing – St Augustine Grass	40	Acre	32	\$52.00	\$1,664.00	\$66,560.00
3	Mowing – Bahia Grass LTC Ranch/Delcris	24	Acre				
4	Mowing – Bahia Grass Village Pkwy/Discovery ROWs (Sidewalks to Fence)	24	Acre	6	\$25.00	\$150.00	\$3,600.00
5	Edging	16	Linear Feet	216,000	0.01	\$2,160.00	\$34,560.00
6	Supplemental Litter Removal & Weed Control	12	Service	1	\$4,000.00	\$4,000.00	\$48,000.00
7	Pruning – Plants 12' & Less	12	Service	1	\$13,100.00	\$131,000.00	\$157,200.00

<b>Service Area #3 – Western Brightview New Service Locations: Becker Road-Village- Rangeline Discovery-Northside ROW) Tom Mackie-Trade Centre-End</b>	<b>Overall Total</b>	<b>\$352,670.00 per Fiscal Year</b>
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**1. E-VERIFY.** In accordance with section 448.095, the Contractor agrees to comply with the following:

1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Contract.
2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
3. The City shall terminate this Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
4. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the Contract with the subcontractor.
2. The City shall terminate this Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Contract under this section, the Contractor may not be awarded a public contract for a least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of the contract.
3. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated.

5. **SUCCESSORS AND ASSIGNS.** This Amendment #2 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
6. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment #2, the Contract, including any written amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment #2 and the Contract, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

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IN WITNESS WHEREOF, the parties have caused this Amendment #2 to be duly executed by their authorized representatives.

**CONTRACTOR**

<b>Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)</b>	Brightview Landscape Services, Inc.
<b>Authorized Signature:</b>	<i>Darren McDonough</i>
<b>Printed Name and Title of Person Signing:</b>	Darren McDonough - Senior VP
<b>Date:</b>	1/13/25
<b>Company Address:</b>	3340 SE Dixie Hwy, Stuart, FL 34997

**CITY OF PORT ST. LUCIE**

<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
<b>Date:</b>	
<b>City Address:</b>	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984